

## **TERMS AND CONDITIONS**

1. Copeland Attorneys Incorporated ("Copeland Inc") is entitled to charge for all professional legal services provided to the Client on the attorney and own client scale, or alternatively against a quotation for required services to be provided;
2. The fees on an attorney and own client scale will be calculated on a time and/or item basis, as set out in Copeland Inc's prevailing pricing schedule at the time;
3. The fees as set out in Copeland Inc's prevailing pricing schedule exclude VAT, correspondent's fees, travelling expenses and further disbursements, including copy charges that may be incurred by Copeland Inc, incidental to rendering the legal services required, on the Client's behalf;
4. Copeland Inc may require an initial deposit prior to undertaking any professional legal services on the Client's behalf;
5. All Copeland Inc fees charged shall be payable by the Client on presentation;
6. Time spent on the Client's matter shall be calculated at 15 minute intervals (or part thereof), and will include, but not be limited to, consultations, research, preparation, perusal and drafting of any documents, agreements, correspondences and legal processes, accounting records and travelling time;
7. All disbursements made by Copeland Inc on behalf of the Client are reasonably incurred, and are payable on demand;
8. The Client shall be liable for all disbursements made by Copeland Inc on the Client's behalf, which shall include but not be limited to the fees of service providers, which are appointed in the sole discretion of Copeland Inc, such as tracing agents, correspondents, assessors, mediators, arbitrators, sheriffs and advocates;
9. Copeland Inc shall be entitled to render interim accounts, for payment upon presentation, in respect of fees and disbursements, and at the conclusion of the matter will render a final account;
10. Copeland Inc shall provide a detailed accounting of all legal professional services rendered when presenting its accounts, which shall set out the work done and the total hours spent in the execution thereof;
11. In the event that Copeland Inc takes legal action against the Client to recover outstanding legal fees:
  - 11.1 Copeland Inc shall cease all legal services on behalf of the Client;

- 11.2 Copeland Inc shall exercise its lien over all of the Client's documents in its possession until the full outstanding amount in respect of fees and disbursements have been settled by the Client;
12. Copeland Inc shall be entitled to receive any monies collected on behalf of the Client, and to recover therefrom any fees or disbursements owing by the Client to Copeland Inc.
13. No changes or amendments to these Terms and Conditions shall be valid unless committed to in writing and signed by both parties hereto.
14. Upon signing the Copeland Inc Mandate instructing Copeland Inc, these Terms and Conditions shall bind the Client, and where the Client is a legal entity, the signatory shall furthermore bind himself/herself/themselves jointly and severally as surety/ies and co-principal debtor/s on behalf of the Client, in favour of Copeland Inc, for the performance by the Client of all of its obligations to Copeland Inc and confirm that he/she/they understand the terms and conditions as set out herein.

#### **EMAIL DISCLAIMERS**

15. Email communications are not always secure. There is a risk of you receiving fraudulent emails which appear to emanate from Copeland Inc, but which do not. We will never change our bank details other than by way of a formal process which involves direct and personal communication with you. In particular, we will never change our bank details and tell you about it by way of an email. If you receive any email asking you to transfer money to us then before doing so, please check the validity of the email by making telephonic contact with our finance department. Unfortunately, we cannot be held liable for any losses which may be incurred by you as a result of fraudulent acts of third parties. In cases where we request your bank details from you, we may follow up any response from you by way of telephone to check the validity of the details that you provide.
16. The following disclaimers apply in respect of all email transmissions emanating from Copeland Inc and are enforceable and binding on the recipient in terms of section 11 of the Electronic Communications and Transactions Act No. 25 of 2002.
17. Any email transmission which contains confidential information, such confidential information is and remains the property of Copeland Inc. No person other than the addressee as indicated by the sender may use or disclose the contents of any such message, links or attachments thereto to any person whatsoever. Disclosure and/or use thereof may lead to civil liability.
18. The information contained in any email or attachments hereto is intended for the attention and use only of the intended addressee. If you are not the intended recipient, you are hereby notified that any disclosure, copying or distribution of the contents of such email transmission, or the taking of any action in reliance thereon or pursuant thereto, is strictly prohibited.
19. Copeland Inc retains the copyright to all emails and attachments sent from its communications systems.

The addressee is hereby licensed to open and read the email and/or its attachments only. All other rights are reserved unless the sender expressly indicates otherwise.

20. The email address of the sender may not be used, copied, sold, disclosed or incorporated into any database or mailing list for spamming and/or other marketing practices without the prior written consent of Copeland Inc.
21. Should you have received an email from Copeland Inc in error, please delete and destroy it and any attachments thereto immediately. At no time may you act, rely, share or in any other way use the information contained therein.
22. Under no circumstances will Copeland Inc or the sender of any email from Copeland Inc be liable to any party for any damages arising from any use of any such email, its attachments or any other hyper linked website including, without limitation, any lost profits, business interruption, loss or programmes or other data, even if Copeland Inc and the sender of such email have been expressly advised of the possibility of such damages.
23. Any agreements concluded with Copeland Inc by using electronic correspondence shall only come into effect once Copeland Inc has indicated in follow up communication that a binding contract has been entered into.
24. No email correspondence sent to Copeland Inc shall be deemed to have been received until Copeland Inc has responded thereto. An automatic reply shall not constitute a response by Copeland Inc.
25. The views and opinions expressed in any email do not necessarily reflect the views and opinions of Copeland Inc. If an email was used for purposes unrelated to the official business of Copeland Inc, Copeland Inc shall not be liable for any damage caused by the contents of such email and the sender shall take sole responsibility therefore in his/her personal capacity.
26. The law of the Republic of South Africa governs this disclaimer.
27. Subject only to urgent interim relief granted by a South African Court, all disputes arising from this disclaimer related to, without limitation, the interpretation and enforceability thereof, the contents of the email and sending or receipt thereof, shall be expeditiously referred to confidential arbitration to take place in Johannesburg in terms of the arbitration rules of the Arbitration Foundation of South Africa.
28. This disclaimer shall take precedence over all prior email disclaimers previously used by Copeland Inc.
29. In the event that you have any queries regarding this disclaimer, please contact Copeland Inc: [sandra@copelandinc.co.za](mailto:sandra@copelandinc.co.za).