

KANOKANGA & PARTNERS
STANDARD TERMS OF ENGAGEMENT

Thank you for considering Kanokanga & Partners.

These Standard terms of engagement (hereinafter referred to as “Terms”) apply in respect of all services rendered by us on your behalf unless a specific agreement or arrangement is made between us and you.

1. AUTHORITY

By virtue of your instructing us we have the usual authority of a lawyer to act on your behalf and this authority includes, where necessary and reasonable to incur expenses to engage law firms and process servers in other jurisdictions, and to engage advocates/barristers and experts within or outside Zimbabwe.

2. SERVICES & SCOPE OF SERVICES

The services to be provided are outlined in the engagement letter and they will be conducted in terms of the relevant professional and ethical standards issued by the Law Society of Zimbabwe.

We are qualified to give advice on Zimbabwean Law. If we do assist you in relation to matters governed by foreign law, we do so on the basis we do not accept responsibility in relation to your position under that foreign law.

3. CLIENTS DUTIES

We require you to be truthful with ourselves, to co-operate, to keep us informed of any information or development which may come to your attention, to abide by this agreement, to pay our fees on time, and to assist by providing us with the necessary information and documents and to appear when necessary at legal proceedings.



4. **FEES**

Save where there is a specific agreement for a specific engagement, our fees will be determined by the time spent on the matter and the hourly rate of the personnel within our firm (which may change from time to time) who have worked on the matter as well as other relevant criteria approved by the Law Society of Zimbabwe.

In determining the chargeable time of the matter we include telephone calls, meetings, preparation time, sending correspondence, receiving and reviewing correspondence, drafting documents, travel time, reviewing documents and files, research, court appearances and generally all time spent in providing legal services to you in the matter. Interim bills may be sent to you for your settlement and these will be based on the time spent.

Your final account may be adjusted up to a fair and reasonable amount, based on various factors, including:

- (i) the skill, specialized knowledge and responsibility required;
- (ii) the value of any property or money involved;
- (iii) the importance of the matter to you;
- (iv) the complexity of the matters;
- (v) the results achieved;
- (vi) the urgency and circumstances in which the matter is undertaken;
- (vii) the place where, the time at which and the circumstances in which the work has been done

If the engagement letter specifies a fixed rate, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged based on the hourly rate.



5. DISBURSEMENTS & EXPENSES

These will be included in our Invoice to you but we may require an advance payment of same. Disbursements and expenses include carrier charges, travel expenses, transcriptions, court filing fees, process service fees, surveys, long distance telephone calls, postage, photocopying and other reproduction costs, travel costs, including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants fees, expert witnesses, messengers and other delivery fees and generally any other payments we must make to third parties on your behalf.

6. DEPOSITS

Unless special arrangements are made we require you to pay a deposit to cover fees and disbursements.

You authorize us;

(a) to deduct against amounts pre-paid by you; and

(b) to deduct from any funds held on your behalf in our Trust Account, any fees, expenses or disbursements.

You further agree that although under normal circumstances this money may not be appropriated and transferred to business accounts, we may appropriate the money in anticipation of work to be performed and transfer it to business accounts as long as the amount does not exceed a fair estimate of the court work to be done during the 30 days immediately following such transfer.

7. PAYMENT

All accounts including interim accounts are due when rendered. We may require interest to be paid on overdue accounts.



8. THIRD PARTIES

Although you may in certain circumstances e.g. where a court so orders, expect to be reimbursed by a third party for our fees and expenses, and although our accounts may at your request or with your approval be directed to a third party, you nevertheless remain responsible for payment to us if the third party fails to pay us.

9. CONFIDENTIALITY

We will keep in confidence all information concerning you or your affairs that we acquire during the course of acting for you as this is protected by the lawyer/client privilege. You can therefore give us all the facts relevant to your matter without fear that the information will be made public. The information will remain confidential to the extent required by law and by our ethical rules.

10. TERMINATION

- You may terminate our retainer at any time
- We may terminate our retainer subject to any law or rules of conduct.
- If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

11. TRUST ACCOUNTS

We maintain a Trust Account for all funds except funds received for payment of our accounts. This is a legal requirement and the Law Society of Zimbabwe has established very strict standards for lawyers Trust Accounts.

In most cases, the interest on trust accounts goes to the Law Society Compensation Fund and is used to compensate victims of theft and fraud by lawyers. Unless specifically



agreed in writing, we do not pay any interest on any money deposited with us and we assume no obligation to perform any investment services for any client. We prefer not to hold money that is not immediately required for our mandates. Whenever you deposit money with us, we shall conclude from that act that you waive all interest income on it. This applies even when interest accrues on amounts in our trust account. All interest belongs to the fund or us or to us and the fund.

12. COMMUNICATION

We will report to you from time to time by letter, telephone or in person and you will be furnished with any relevant copies of letters and other documents in your matter. Should you need clarification on any of the matters herein please do not hesitate to contact us.

We look forward to working with you.

KANOKANGA & PARTNERS

