

# KIRKCALDY PEREIRA INC. – TERMS AND CONDITIONS

Registration Number: 2002/002724/21

Attorneys | Conveyancers | Notaries Public

---

## 1. Introduction and Application of These Terms

1.1 These Terms and Conditions govern the professional relationship between **Kirkcaldy Pereira Inc.** (“the Firm”), its clients (“you” or “the Client”), and all persons accessing the Firm’s website or engaging with its services.

1.2 These Terms apply to all mandates accepted by the Firm unless expressly varied in writing, and operate alongside any engagement letters, fee agreements, quotations, or client-specific terms issued by the Firm.

1.3 By appointing the Firm, signing formal instructions, communicating electronically with the Firm, or accessing the Firm’s website, you acknowledge that you have read, understood, and accepted these Terms.

1.4 If any provision of these Terms is found to be unlawful or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible.

---

## 2. Establishment of Mandate and Scope of Services

2.1 A mandate is established once the Firm accepts your instructions, whether such instructions are given in writing, verbally, electronically, or through conduct.

2.2 The scope of the Firm’s services is determined by your instructions and may include legal advice, conveyancing, notarial services, estate administration, litigation, drafting, consultation, negotiation, and ancillary professional services, amongst other legal services as may be necessary.

2.3 The Firm may, where reasonably necessary, appoint third-party service providers, correspondent attorneys, sheriffs, experts, tracers, valuers or consultants to assist in the proper performance of the mandate, which appointment is ratified unless stipulated otherwise in writing.

2.4 You agree to provide complete, accurate, and timely information to enable the Firm to carry out its mandate effectively. The Firm shall not be held liable for delays or losses arising from incomplete or inaccurate instructions.

2.5 The Firm reserves the right to decline a mandate at its discretion where ethical, legal, capacity-related or conflict-of-interest considerations necessitate such refusal.

---

## 3. Fees, Tariffs, Deposits and Disbursements

### 3.1 Fee Basis

3.1.1 Professional fees are calculated with reference to the time spent, complexity of the matter, urgency, value involved, specialised skill required, nature of the services, and outcome achieved.

3.1.2 The Firm may apply statutory tariffs (including conveyancing tariffs), agreed-upon hourly rates, or fixed fee structures where appropriate.

3.1.3 Where a fee estimate is provided, it shall serve as a guideline only and shall not be deemed a quotation unless expressly confirmed as such in writing.

### **3.2 Disbursements**

3.2.1 You agree to pay all disbursements incurred on your behalf, including but not limited to:

- Deeds Office fees and searches
- FICA tracing or verification costs
- Courier and postage fees
- Sheriff fees
- Travel, consultation, and accommodation expenses
- Correspondent attorneys' fees
- Expert reports and valuations

3.2.2 Disbursements may be billed as they arise or included in interim or final invoices.

### **3.3 Deposits**

3.3.1 The Firm may request an upfront deposit before commencing work.

3.3.2 Deposits will be credited to your account, but do not constitute a cap or fixed quotation unless expressly stated.

### **3.4 Payment Terms**

3.4.1 Invoices are payable within **fourteen (14) days** of issue unless otherwise agreed in writing.

3.4.2 Interest may accrue on overdue accounts at the rate prescribed under the Legal Practice Act.

3.4.3 The Firm may suspend or cease work where accounts remain unpaid.

---

## **4. Trust Funds and Interest on Trust Balances**

4.1 Trust monies shall be administered in accordance with the Legal Practice Act and applicable LPC rules.

4.2 Interest earned on separate trust investment accounts (under section 86(4)) accrues to the Client, subject to agreed administrative fees.

4.3 General trust account interest (section 86(2)) accrues to the Legal Practitioners Fidelity Fund, as required by law.

---

## **5. FICA Compliance**

5.1 The Firm is legally obligated to obtain, verify, and retain your FICA documentation before accepting or continuing a mandate.

5.2 Failure to furnish required documentation may result in the refusal, suspension, or

termination of the mandate.

5.3 You warrant the accuracy and authenticity of all documents provided.

---

## **6. Communication, Instructions and Client Responsibilities**

6.1 The primary mode of communication is email. You are responsible for ensuring that the Firm has your correct and updated contact details.

6.2 The Firm may rely on instructions received electronically unless you expressly indicate otherwise.

6.3 You undertake to review documents, correspondence, and drafts promptly and to raise queries without delay.

6.4 You are responsible for safeguarding your own email accounts and devices against cyber threats; the Firm shall not be liable for losses arising from compromised client systems.

---

## **7. Confidentiality, Data Protection and POPIA Compliance**

7.1 The Firm respects your right to privacy and will process personal information strictly in accordance with POPIA and applicable law.

7.2 Information may be shared internally or with third-party service providers only to the extent necessary to perform the mandate.

7.3 The Firm is legally compelled to disclose certain information in compliance with court orders, law enforcement requests, or statutory duties.

7.4 You consent to the Firm retaining your information for statutory retention periods.

---

## **8. Use of the Website and Online Services**

8.1 Access to the Firm's website is provided for general informational purposes and does not constitute legal advice.

8.2 No attorney-client relationship arises solely through browsing, submitting forms, or sending online enquiries.

8.3 You may not:

- use the website to distribute malicious code
- attempt to gain unauthorised access to restricted systems
- copy, reproduce, or distribute website content without prior consent
- use the website for unlawful or abusive purposes

8.4 The Firm makes reasonable efforts to maintain the accuracy of website content but makes no warranties regarding completeness or reliability.

---

## **9. Access, Availability and Security**

9.1 Website access is provided on an “as is” and “as available” basis.

9.2 The Firm does not guarantee uninterrupted availability, error-free operation, or immunity from harmful components.

9.3 The Firm may suspend or restrict access for updates, maintenance, security checks, or operational requirements.

9.4 You are responsible for maintaining your own cybersecurity, backups, and antivirus protection.

---

## **10. Cookies and Tracking Technologies**

10.1 The Firm’s website may make use of cookies, analytics tools, and tracking technologies to enhance functionality and analyse usage patterns.

10.2 By using the website, you consent to the deployment of such technologies.

10.3 You may disable cookies in your browser settings, but certain functionalities may not operate correctly as a result.

---

## **11. Intellectual Property**

11.1 All website content, legal documents, templates, graphics, software, branding, and written materials produced by the Firm remain its exclusive intellectual property.

11.2 No content may be reproduced or distributed without the Firm’s express written permission.

---

## **12. Conflicts of Interest**

12.1 The Firm undertakes reasonable conflict checks before accepting a mandate.

12.2 Where a conflict arises, the Firm will notify you promptly and may, where necessary, withdraw from the mandate.

12.3 In conveyancing matters, the Firm may act for multiple parties where legally permissible and where no actual conflict exists.

12.4 You agree to inform the Firm immediately of any circumstance that may give rise to a potential conflict.

---

## **13. Conveyancing and Property-related Work**

13.1 The Firm will act diligently in progressing property transactions but cannot guarantee turnaround times dependent on external parties such as municipalities, SARS, Deeds Offices, banks and governing bodies.

13.2 The Firm accepts no liability for delays beyond its control or arising from the failure of third parties to provide required documentation or approvals.

---

## **14. Indemnity**

14.1 You indemnify and hold the Firm harmless from any loss, liability, cost, or damage arising from—

- your breach of these Terms;
- inaccurate or incomplete information provided by you;
- instructions given by unauthorised persons from your email or systems;
- cyber incidents originating from your devices;
- reliance on drafts not yet approved by the Firm;
- delays caused by third parties or external institutions.

14.2 This indemnity does not extend to losses arising from the Firm's wilful misconduct or gross negligence.

---

## **15. Limitation of Liability**

15.1 The Firm's liability to you for any claim arising from the mandate is limited to the amount recoverable under its professional indemnity insurance, unless prohibited by law.

15.2 The Firm shall not be liable for indirect, consequential, punitive, or special damages.

---

## **16. Consumer Protection Act (CPA)**

16.1 Where applicable, these Terms comply with the Consumer Protection Act 68 of 2008.

16.2 Some provisions of the CPA do not apply where the Client is a juristic person with an annual turnover or asset value exceeding R2 million.

16.3 Nothing herein is intended to limit non-waivable rights under the CPA.

---

## **17. Termination of Mandate**

17.1 Either party may terminate the mandate on reasonable written notice.

17.2 Upon termination, all accrued fees and disbursements become immediately due and payable.

17.3 The Firm may retain documents until outstanding accounts are settled, subject to professional rules.

---

## **18. File Retention and Document Storage**

18.1 The Firm will retain files for statutory periods and may thereafter destroy or archive them.

18.2 Digital storage may be used, and you consent to such method of retention.

---

## **19. Electronic Communications and Cyber Security Warning**

19.1 Email and electronic communication carry inherent risks, including interception and manipulation.

19.2 The Firm will *never* change its banking details via email alone. You must verify details telephonically.

19.3 The Firm shall not be liable for losses arising from cyber fraud where the Client has failed to verify information.

---

## **20. Marketing and Communications**

20.1 The Firm may from time to time send newsletters, legal updates, announcements, or marketing communications where legally permitted.

20.2 You may unsubscribe at any time by written notice or by using applicable unsubscribe mechanisms.

20.3 The Firm will not share your personal information with third-party marketers.

---

## **21. Governing Law and Jurisdiction**

21.1 These Terms shall be governed by the laws of the Republic of South Africa.

21.2 The parties consent to the non-exclusive jurisdiction of the High Court, Gauteng Division, Pretoria.

---

## **22. Amendment of Terms**

22.1 The Firm may update or amend these Terms periodically.

22.2 The most recent version shall apply to all active and future mandates.

---

## **23. Acceptance**

By instructing the Firm or using its website, you acknowledge that you have read, understand and accept these Terms and Conditions in their entirety.