



## TERMS & CONDITIONS

NAME OF INSTRUCTING LAW FIRM (APPLYING MEMBER):	
NAME & SURNAME OF CONTACT PERSON:	
DESIGNATION OF CONTACT PERSON:	
TEL NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
CELL NUMBER:	
POSTAL ADDRESS:	
PHYSICAL ADDRESS :	
JURISDICTION AREA WHERE LPB SERVICE ADDRESS/ES IS/ ARE REQUIRED:	



The Member shall mean the Instructing Attorney/ Postbox Owner/ Client. The conditions herein shall apply to the Member.

There shall be no waiver following any relaxation of THE LEGAL POSTBOX™ rights.

## 1. SERVICES PROVIDED

### 1.1 YOUR LEGAL POSTBOX

THE LEGAL POSTBOX™ undertakes to provide the Member with a service consisting of a service address within 15 kilometers of the High- and/or Magistrate's Courts selected by the Member at a flat monthly rate per service address payable in advance. The rate stays the same irrespective of the number of court cases or documents served on the Member's postbox.

We undertake to scan the served documents (up to 5 pages) and send it via e-mail to the Member's e-mail address as indicated in this agreement, or an alternative e-mail address as amended by the Member in writing from time to time, subject to the following arrangement:

- Documents consisting of 1 to 5 pages: entire document scanned and e-mailed free of charge;
- Documents consisting of more than 5 pages: the first 4 pages plus the last page or the page containing the service details scanned and e-mailed free of charge;
- Members are welcome to arrange on an *ad hoc* basis for scanning and e-mailing of documents that exceed 5 pages at a per page cost that will be provided on an *ad hoc* basis on request.

Our office hours are from 08h00 to 16h30 from Mondays to Thursdays and from 08h00 to 16h00 on Fridays. We are closed on public holidays and from 24 December until 2 January annually.

### 1.2 YOUR LEGAL MESSENGER SERVICES

In conjunction with the services as described in 1.1 above, THE LEGAL POSTBOX™ in association with the LEGAL MESSENGER™ also provides services known as general legal messenger services at rates that can be obtained on an *ad hoc* basis as it becomes necessary.

A messenger service credit account is required for this service e.g. fees for outgoing documents such as a summons to be issued and delivered to the sheriff's office. The amount of credit required will depend on the outgoing service requested by the member. The amount to be deducted from the credit account will be provided to the member before the document is sent out.

Pleading and notices to be served and filed can be sent electronically to applicable THE LEGAL POSTBOX™ branch. We arrange signature of the document by a practicing attorney free of charge. Members are only charged for copies made at R3.50 per page, as well as disbursements incurred e.g. legal messenger/ courier to and from court.

After the Member's instructions have been carried out, in other words the document has been served, filed or issued, we undertake to scan and e-mail the relevant pages of the document on which the court- and other stamps appear to the Member as confirmation of completion of the instructions.

THE LEGAL MESSENGER™ makes every effort to ensure that all instructions are carried out timeously (within 26 hours) but takes no responsibility for instructions received after 15h00 that could not reasonably be carried out during the following day.

## 2. CHARGES AND PAYMENT FOR SERVICES

The Member shall pay to THE LEGAL POSTBOX™ **monthly in advance**, the monthly subscription charges of R600.00 (six hundred rand).

The Member hereby accepts the service charges being the fair and reasonable service charges in respect of THE LEGAL POSTBOX™ services as contained herein and furthermore consents to THE LEGAL POSTBOX™ increasing or amending the tariffs from time to time. THE LEGAL POSTBOX™ will endeavor to give prior notice to the Member of any such increase or amendment, but gives no undertaking in this regard.

### OUR BANKING DETAILS:

<b>Account holder:</b>	<b>THE LEGAL POSTBOX</b>
<b>Bank:</b>	<b>STANDARD BANK</b>
<b>Branch:</b>	<b>MENLYN (Branch code: 01-2345)</b>
<b>Account number:</b>	<b>081 132 208 9</b>

THE LEGAL POSTBOX™ does not charge for the taking of instructions, perusing of documents, drawing of covering letters, telephone calls received or bills of costs and miscellaneous attendances.

Membership fees are payable by the Member monthly in advance, on or before the 1<sup>st</sup> day of every month. Charges in respect of THE LEGAL MESSENGER™ services are payable upfront into the Member's credit account and charges as quoted deducted from the Member's credit account after instructions have been carried out by us.

The monthly membership fees of R600.00 (six hundred rand) is payable for every branch of THE LEGAL POSTBOX™ where the member holds a postbox (a service address). For example a Member with postboxes at both our Pretoria and Sandton branches will pay a total monthly membership fee of R1 200.00 (one thousand two hundred rand).

**No obligation rests upon THE LEGAL POSTBOX™ to accept service of documents of Members whose monthly membership fees or messenger services fees are in arrears.**

### **3. DURATION AND EXPIRATION OF AGREEMENT**

This agreement will be effective from the date of commencement selected by the Member in this agreement and shall remain effective for a minimum period of 3 (three) months from date hereof. Upon expiration of the initial period or subsequent renewal period of the agreement, the agreement will be automatically renewed for a further 30 (thirty) days, provided that cancellation can be effected by the Member serving 1 (one) month's notice in writing not later than 30 (thirty) days before the expiry day of the initial duration period or subsequent renewal period.

The parties expressly agree that the THE LEGAL POSTBOX™ has the right to terminate this agreement at any stage, at its sole discretion, on 1 (one) month's written notice to the Member.

### **4. INDEMNIFICATION**

THE LEGAL POSTBOX™ shall use reasonable endeavours to fulfill its obligations under this agreement and shall not be liable for any delay and/ or failure in the performance of its obligations by reason of an event or force majeure. An event of force majeure shall mean any event or circumstance whatsoever which is not within the reasonable control of THE LEGAL POSTBOX™ including but not limited to vis major, casus fortuitous, any act of God, strike, theft, fire, explosion, riot, insurrection or other civil disorder, war or military operations, the downtime or any communications line, international restrictions, and any shortage of transport facilities.

The Member expressly acknowledges that the services rendered by THE LEGAL POSTBOX™ under this agreement is for the Member's use only.

The Member undertakes to provide his/ her full co-operation in order to facilitate THE LEGAL POSTBOX™ in providing its service.

### **5. OUTSTANDING CHARGES**

The Member agrees to pay any and all costs incurred by THE LEGAL POSTBOX™ for the collection of outstanding money owed to THE LEGAL POSTBOX™ by the Member including but not limited to legal costs on a scale as between attorney and own client.

### **6. CESSION**

The parties agree that THE LEGAL POSTBOX™ is entitled to cede any part of or all its obligations under this contract, including and without limiting the generality of the foregoing, its obligations to render services in terms of this agreement and that it shall have the right to assign any or all of its rights acquired in terms of this agreement at any time and to any entity.

## **7. COMPLETE AGREEMENT**

The parties agree that this agreement is the full and final agreement between the parties and no representation, warranties, terms and conditions not recorded in this document shall form part of this agreement.

No variation of this agreement shall be of any force or effect unless in writing and duly signed by both parties.

## **8. OUR WEBSITE**

Our website is provided to you "as is". While THE LEGAL POSTBOX™ makes every effort to ensure that the contents of the website is accurate and complete, THE LEGAL POSTBOX™ makes no representation or warranty, whether express or implied, as to the operation, integrity, availability or functionality of the website or as to the accuracy, completeness or reliability of any information on the website.

Any person that accesses the website or relies on our website or on the information contained in the website does so at their own risk.

THE LEGAL POSTBOX™ also makes no warranty or representation, whether express or implied, that the information or files available on the website are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of a computer system, computer network or your hardware or software. THE LEGAL POSTBOX™ does not accept any responsibility for any errors or omissions on our website.

Materials contained on THE LEGAL POSTBOX™ website is for information only and does not constitute advice or a recommendation of any nature, to the extent that information displayed on the website relates to the services or prices of any costs related to any services. The Member acknowledges that this information may not be accurate or complete. The Member further acknowledges that any assessment or reflection of the performance, suitability or reliability of service does not mean that such performance will be repeated or should be relied upon in any way. Any of the information, services or products or the website may be changed by THE LEGAL POSTBOX™ without notice.

The content of THE LEGAL POSTBOX™ business model, material and website, including any software, icons, text, links, graphics, images, sound clips, trade names, logos, trade marks and service marks are protected by law, including but not limited to copyright, patent and trade mark law, and remain the property of THE LEGAL POSTBOX™. Any unauthorized use of the contents, information, materials or business model on the website is prohibited.

## **9. GENERAL**

The Member hereby consents to THE LEGAL POSTBOX™ forwarding e-mail, both informative and otherwise, to the e-mail address provided in this agreement. THE LEGAL POSTBOX™ undertakes to keep the Member's details confidential and will not grant any third party access to Member's contact details or other information pertaining to a Member's matter of whatsoever nature.

I \_\_\_\_\_ (FULL NAME AND SURNAME)  
with identity number \_\_\_\_\_, authorised  
representative of \_\_\_\_\_ (name of law firm) with  
further details as indicated above, hereby acknowledges that I have read the TERMS  
AND CONDITIONS above and that I understand the contents thereof and agree to  
the terms and conditions thereof.

**DATE OF COMMENCEMENT OF MEMBERSHIP:** \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
O.B.O MEMBER  
FULL NAME AND SURNAME: \_\_\_\_\_

\_\_\_\_\_  
WITNESS  
FULL NAME AND SURNAME \_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
O.B.O THE LEGAL POSTBOX™  
FULL NAME AND SURNAME: \_\_\_\_\_

\_\_\_\_\_  
WITNESS  
FULL NAME AND SURNAME: \_\_\_\_\_

