

PLCJ

A registered Law Firm under the Law Practitioners Act 1984

Registration number : MLF 1/2020

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Special terms and conditions for the "Rent collection management package" ,"Rent deferral agreement - Covid special" and "Trademark Registration Packs" offers

Article 1: Scope of application of the special conditions

These special conditions apply exclusively to the offers entitled "Rent collection management package", "Rent instalment agreement" and "Trademark Registration Packs"(hereinafter the "Offers") presented on the Lawyer's website (www.plcj.net). The Client may subscribe to these two Offers directly by completing the form published for this purpose on the website.

These special conditions are in addition to the above general conditions of intervention and replace them insofar as they are contrary to them.

Article 2: Missions

- The purpose of the "Rent Collection Management Package" is to provide the Client, where they are owners and managers of any property leased in Mauritius for commercial or residential purposes, with model instruments and guidance to successfully manage their day-to-day rent collection by their own means.

The purpose of the "Covid Special Rent Staggering Agreement" is to provide the Client with a model agreement for staggering the payment of outstanding rents for the period March to August 2020; rents due for this period being covered by special provisions under Mauritian law made in connection with the Covid-19 pandemic.

The content of these two Offers (consisting of model letters and/or contractual agreements to be completed) is not customised to the Client. Instead, these templates are standardised so that the Client can order them via the Lawyer's website without prior consultation, when the Client identifies by his own means that he needs these Offers. It is the responsibility of the Client to complete, modify if necessary and send the templates contained in the Offers himself.

- The purpose of the "Trademark Registration Pack" is to provide the Client our services with regards to the registration of their trademar(s) in Mauritius and/or in France.

Article 3: Determination of professional fees

The fees are fixed in accordance with the price indicated for each Offer on the Lawyer's website.

Article 4: Responsibility

Given the standardised nature of the content of the Offers and the automated ordering method via the website, the Lawyer will not be liable if the Offer

purchased by the Client and/or its content is not or is no longer suitable for the Client, or if the Client considers afterwards that it was not needed.

The Legal Counsel is also not responsible for any information added or replaced by the Client on the templates provided to him, or for the lack of success of the amicable collection attempt thus made.

General Terms and Conditions

It is understood that the Legal Counsel and the Client entered into an agreement for the provisions of legal services by way of a Letter of Engagement, signed by both parties and providing for the specific terms and conditions of their relationship.

Now, the following general terms and conditions shall apply to the Legal Counsel and the Client in addition to the Letter of Engagement with regards the agreed assignments.

Article 1: Interpretation

In these General Terms and Conditions, unless the context otherwise requires:

Legal Counsel means the law practitioner authorised by the relevant Bar Association (Ordre d'Avocats) and entitled to act as such;

Client means an individual or a corporate body represented by an individual seeking for legal advice of whatsoever nature from the Legal Counsel;

Letter of Engagement means the agreement reached between the Legal Counsel and the Client, whether by e-mail or by a written agreement, providing for the specific terms and conditions as regards any assignment given to the Legal Counsel and which may cancel and/or modify certain provisions of the present terms and conditions where necessary.

Article 2: Legal nature of the obligations of the Legal Counsel

The Legal Counsel, acting as legal representative of the Client (whether in a litigation case as Plaintiff or Defendant or in general legal advice), shall at all times be bound to the Client under an obligation of means and not under an obligation of performance.

The Client shall communicate all relevant and available information and/or documents to the Legal Counsel in a accurate and timely manner to enable the Legal Counsel to perform his duties. The Legal Counsel shall not be held liable for any damage or prejudice directly or indirectly caused by the failure, the negligence, the refusal and/or the delay of the Client to provide such an information to the Legal Counsel.

Article 3: Confidentiality

The Legal Counsel and any person working under his/her authority shall be bound by professional secrecy.

Article 4: Assignments

The Assignments given by the Client to the Legal Counsel are defined in the Letter of Engagement, which may be in the form of an email or a written agreement signed between the Legal Counsel and the Client.

The Assignment defines the scope and the purpose of the services to be provided by the Legal Counsel.

Article 5: Fees

Fees relating to the legal services to be provided by the Legal Counsel may be charged on an hourly basis or on a flat fee.

5.1 Hourly Based Fees

The hourly rate of the fees is MUR 9.950 per hour (exclusive of VAT and disbursements) for the calendar year 2021.

Hourly rates are revised every January 1st of each year.

The applicable computation rules are as follows : -

- Billable time unit : 5 mn
- Billing time : on a monthly or semestrial basis, depending on the volume of work to be performed.

Fees will cover all works within the scope of the assignments described in the Letter of Engagement, unless provided otherwise before commencing work.

Disbursements, costs and other expenses are not included in the fees.

5.2 Flat Fee

The Legal Counsel and the Client may agree on a flat fee for the performance of certain assignments and these flat fees may not be varied, unless the written consent of both the Legal Counsel and the Client.

As regards monthly retainer-fee, where they intervene after the 1st of the month, fees shall fall due for the entire month and non-consummed hours will not be carried over the following period.

Monthly flat fees will be revised every January 1st of each year.

5.3 Validity of quotations

Quotations sent are valid 30 calendar days from the day they were sent. In the event of acceptance beyond this time-frame or during the following civil year, PLCJ reserves all rights to amend the quotations, including the fee estimate or the amount of the flat fee.

Article 6: Disbursements and costs

Disbursements, costs and other expenses shall be borne by the Client, without any delay, to be paid directly to the person issuing the invoice relating to these or to the Legal Counsel, where the Client agreed to these disbursements, costs and other expenses in advance and on behalf of the Client.

These disbursements, costs and other expenses include, but are not limited to : travel expenses, usher's fees, photocopy charges, licence fees, accountant's fees, company secretary's fees, postage, etc.

Article 7: Payment of Fees

Any invoice for advance payment of fees or invoice for fees are due in Mauritian Rupees (MUR) or Euros within 15 days as from the date of receipt of the invoice (sent by e-mail to the email address).

Any outstanding invoice for more than thirty (30) days shall bear interest at a rate of 6% per month. In accordance with Article 1343-2 of the French Civil code, any accrued interest left unpaid for a year or more shall themselves produce interest, at the same rate, by capitalisation.

In case of any delay in payment, a fixed penalty in the amount of forty (40) Euros shall be due, notwithstanding any other sums (including interests and damages if any).

Advance payment of part of the fees will be required to be paid before commencing work.

The Client will be responsible for the payment of our fees, disbursements and expenses.

Article 8: Final Statement

The Legal Counsel may provide a detailed statement at the request of the Client.

The statement shall clearly state the amount of fees, disbursements, costs and other expenses. It shall include any advance payments received in relation to the Assignment being billed.

Article 9: Suspension of works

The Legal Counsel shall have the right to suspend any work in case of non-payment of pending invoices which have been issued to the Client.

Article 10: Termination

Where the Client decides to terminate the services of the Legal Counsel and to transfer the assignments to another counsel, the Client agrees to pay immediately any outstanding invoice issued by the Legal Counsel for any work performed before the date of termination.

Article 11: Binding agreement

By entrusting the Legal Counsel with the Assignments, as defined in Article 4 above, the Client agrees, without any qualification, the present general terms and conditions, which will apply to their relationship, subject to any other provisions provided for in the Letter of Engagement.

Article 12: Disputes

The present General Terms and Conditions are exclusively governed by French law. Accordingly, any dispute arising out of their application or interpretation shall be settled according to French law.

Any dispute arising out of the relationship between the Legal Counsel and Client and relating to the non-payment of fees, disbursements, costs and other expenses shall be dealt with in conformity with the procedure set out in articles 174 and following of the French *Décret n°91 - 1197 du 27 novembre 1991 organisant la profession d'avocat*.

The President of the French Bar Association (le Bâtonnier de l'Ordre des Avocats), having its seat at the Court of Appeal of Paris, shall have jurisdiction to hear any request relating to the above filed by any party.

It is expressly agreed between the Legal Counsel and the Client that, pending the outcome of any dispute relating to the non-payment of fees, disbursements, costs and other expenses, any amount due by the Client shall be deposited with the *Bâtonnier de l'Ordre des Avocats* at the Court of Appeal of Paris, France.

The Client may also refer the matter to the National Consumer Ombudsman for the Legal profession, Mr. Jérôme HERCÉ, President of the Bar Association of Rouen, of 22 rue de Londres, Paris 75009 (email : mediateur@mediateur-consommation-avocat.fr). The said

ombudsman was appointed during the General Assembly of the 22nd and 23rd January 2016 of the *Conseil national des barreaux* (internet website : <https://mediateur-consommation-avocat.fr>). The Client is hereby informed that matters may only be referred to the ombudsman where attempts to resolve the matter through written complaints to the Legal Counsel have been exhausted.