

clean up with vnh

*Arthur: I'm going to take a bath.
Butler: I'll alert the media.
- from the 1981 movie Arthur*

Venn Nemeth and Hart recently spent a Friday afternoon tidying Pietermaritz Street, the street from which the firm has practised for more than 20 years.

Staff and directors - geared up with gloves and black bags - cleared pavements, swept verges and pulled out overgrown weeds. Over a hundred bags of rubbish were collected and carried away to the dump.



Staff and directors from Venn Nemeth & Hart before the start of the cleanup

The public - seemingly surprised to see lawyers doing some honest work - hooted and cheered with enthusiasm.

ayoba ...one more time!

*The natural state of the football fan is bitter disappointment, no matter what the score.
- Nick Hornby*

Trevor Chetty, our IT Manager, is still grinning from ear to ear.

Trevor volunteered for FIFA's Information Technology Team and provided support to over 600 journalists and commentators at Durban's Moses Mabida stadium. Trevor was impressed by the expertise and technology that South Africa could offer, but was simply *delighted* to be part of the beautiful game!

The highlight for Trevor was the semi-final match between Spain and Germany. After the match, Trevor was called to the Spanish change rooms to provide technical assistance. He had the opportunity to meet Fernando Torres, Sergio Ramos and Joan Capdevilla and to have pictures taken with the



Trevor Chetty at the grounds of Moses Mabida Soccer stadium in Durban

obliging football stars. Trevor left the change rooms with the gift (he assures us this was the case) of Torres' kit pants as a souvenir!

The funniest moment? The German coach congratulated the winning team after the match and gravely shook hands with Trevor, assuming that he was a part of the Spanish contingent!

the swing of things

*Patriotism is the conviction that your country is superior because you were born in it.
- Bernard Shaw*

Anxious to be part of the football fever that recently swept South Africa, we conducted an office World Cup sweepstake.

Staff and directors were split into groups, each supporting one of the participating nations. Offices and corridors were decorated with national colours and, such was the profusion of vuvuzelas and makaraba helmets, that negotiating the

corridors became quite hazardous.

The spirit was kept well and truly alive for the duration of the games. But more importantly - entry into the sweepstake required the donation of an item of non-perishable food; all of which was donated to a group of needy gogos and children in the nearby settlement of France.



Staff members with goods donated to the Pietermaritzburg community of France.

vennnemeth&hart
ATTORNEYS

281 Pietermaritz Street • PO Box 600, Pietermaritzburg, 3200

Tel: 033 355 3100 • Fax: 033 394 1947

LAW
LETTER

Supplement
August 2010

vennnemeth&hart
ATTORNEYS

services directory

Chairman

Matthew Francis

Agency Conveyancing

Leanne Holder
Redvers Lee

Banking Law & Foreclosures

Avinesh Dursen
Pat Dewes
Robert Stuart-Hill

Constitutional

Matthew Francis
Pat Dewes
Tim Brown

Conveyancing & Sectional Title

Lindy le Roux
Nosipo Mgojo
Redvers Lee

Corporate & Commercial

Bob Williams
John Wallace
Matthew Francis
Simon Francis
Tim Brown

Criminal

Deon Schaup
Yuri Maharaj

Debt Recoveries

Anthony Grant
Dudu Dlamini
Garnet Venn
Hellen Dolphin
Hendrika Forrester
Jayshre Bagwandeen
Jeanne Smith
Louise David
Maureen Krog
Mohammed Motala
Michael Swanepoel
Ronitha Sarupen
Velile Radebe

Estates Administration

Hannah Szudrawski
John Wallace
Theresa Killick

Environmental

Matthew Francis

Family

Deon Schaup
Liza Bagley
Pat Dewes

Farm Sales & Agricultural

Simon Francis

Immigration

Matthew Francis
Yuri Maharaj

Information Technology

John Wallace
Tim Brown

Insolvency

Anthony Grant
Michael Swanepoel
Mohammed Motala
Pat Dewes
Rob Stuart-Hill

Insurance

Deon Schaup
Kashi Rampararat
Nagesh Maharaj
Pat Dewes
Yuri Maharaj

Labour Law and Industrial Relations

Matthew Francis
Tim Brown

Liquor Law

Tim Brown

Litigation & Alternative Dispute Resolution

Anthony Grant
Deon Schaup
Kashi Rampararat
Liza Bagley
Nagesh Maharaj
Pat Dewes
Robert Stuart-Hill
Yuri Maharaj

Mass Housing

Nosipo Mgojo

Medical

Deon Schaup
Pat Dewes

Mortgage Loans & Investments

John Wallace
Simon Francis

Personal Injuries

Deon Schaup
Nagesh Maharaj

Property Development & Town Planning

Guy Smith
Matthew Francis
Tim Brown

Public & Local Government

Hiresen Govender
Matthew Francis
Tim Brown

Tax Planning

Bob Williams
Hannah Szudrawski
John Wallace
Simon Francis

Trusts & Wills

Bob Williams
Hannah Szudrawski
John Wallace
Simon Francis

are you managing your contracts?

I love work; it fascinates me. I can sit and watch it for hours.
- Jerome K. Jerome



Tim Brown
Commercial Division

A successful contract needs at least two things. Firstly, a carefully-negotiated and worded document that protects your interests and achieves the desired outcomes. And secondly, good contract management. Most people, when they have signed a contract, heave a sigh of relief and file the confounded thing away. But a signed contract is just a starting point, especially for more complex commercial arrangements. Here are a few considerations when negotiating and managing your contracts ...

Imagine that you have appointed a new maintenance contractor to service vital machinery in your factory. How will you manage handover, whether from yourself or a retiring contractor? You may need to provide for a series of briefings to establish communication channels and to ensure that your new contractor's senior managers and operational staff fully understand their obligations.

What about preliminary arrangements? A plantation owner appoints a new harvesting contractor. The agreement requires the harvester to take out public liability insurance cover, but the owner forgets to ask for confirmation that the contractor has obtained and maintained the insurance cover. Two

years later a pedestrian crossing the plantation is killed by one of the harvester's trucks; his estate sues both the plantation owner and the harvester. Good contract management involves extracting the relevant preliminary arrangements, and the applicable dates, and putting procedures in place to ensure compliance.

Dealing with risk is equally important. Risk management is about identifying the risks inherent in your contractual situation and transferring those risks to the party best able to deal with them. A municipality appoints contractors to undertake refuse removal. Recognising that service delivery failure is a critical risk, municipal officials think long and hard about how to ensure that the contractor achieves and maintains high service levels for the duration of the contract. In the end, they include a provision in the agreement allowing for a penalty in the event of end user dissatisfaction; the municipality can reduce the contractor's fees by up to 20% if end user polls reveal significant dissatisfaction. Having concluded a careful and imaginative contract, the municipality needs a plan to ensure that end users complete questionnaires and the penalty provisions applied where appropriate.

Managing performance by the other party also requires a clear strategy. Your factory has a long and complex supply chain, requiring raw materials to be delivered to a number of sites, including sub-contractors, on a just-in-time basis. How will you monitor and enforce performance by your suppliers? Will you use self-reporting by suppliers, periodic reports by sub-contractors, spot checks or regular performance reviews, or a combination of all these?

There is nothing worse than missing a renewal date for a favourable contract. Your factory premises are leased for a period of

with your own fair hands

That exquisite handwriting like a fly which has been trained at the Russian ballet.
- James Agate, about George Bernard Shaw's handwriting.



Hannah Szudrawski
Trustee Division

The late Sir John Mortimer, author, playwright and barrister, wrote in his autobiography about a time "when wills were written, as wills often were, on blown duck eggs or in minute handwriting on the tails of kites....".

Nothing quite so exotic has yet come before us here at Venn Nemeth and Hart, but the issue of *who* has written out a will has arisen in two recent estates. The Wills Act provides that any person (as well as his spouse) who writes out a will in his own handwriting is disqualified from receiving any benefit under that will. There are remedies should this situation arise, but these often involve a high court application and come at great cost.

five years, renewable for a further five years. You worked hard to negotiate the agreement and the rental is excellent. The problem is that you need to give three month's written notice of intention to renew. You forget to give notice in time and the contract terminates. Any future lease must now be re-negotiated - probably on less favourable terms!

Successful contracts are built on a foundation of careful drafting and a superstructure of good contract management.

Well-intentioned family members may want to assist an elderly relative by purchasing a 'fill-in-the-blanks' will from the local stationery shop, and completing it for them. They may subsequently discover that they are disqualified as heirs because they wrote out the will.

If in doubt, it is preferable to contact an expert in this field, who can ensure that the document is written, signed and witnessed correctly.