

Bret Gustafson's Terms and Conditions

Acceptance of Instructions

I will accept instructions to act in compliance with the Rules of Conduct and Client Care for Lawyers (the Rules) when the following requirements are met:

- I am offered instructions in an area of law in which I have the necessary current knowledge and expertise, which is all areas of employment law;
- I am not conflicted from accepting those instructions;
- I have the capacity to undertake the work required;
- The client commits to pay my fees and makes acceptable arrangements in that regard.

My Capacity and Experience

In relation to my experience, I was admitted to the New Zealand Bar in 1990 and have practised almost exclusively in litigation since that time. I have a background in commercial and civil litigation and I specialise in insolvency issues, shareholder disputes, sale of business disputes and Personal Property Security issues. I have significant advocacy experience as a Barrister which includes appearing before the High Court, Court of Appeal, Privy Council and Supreme Court

My expertise and experience is <https://www.fortyeightshortland.co.nz/barristers/bret-gustafson>

Upfront Payments

I may ask clients to pay an upfront deposit and/or to pre-pay amounts to the trust account of my instructing solicitors.

Any funds held will be subject to the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and my instructing solicitors will carry out due diligence with clients and invoice them for any additional cost.

Confidentiality

I will hold in confidence all information concerning clients' affairs obtained during the course of acting for them.

Billing Arrangements

I issue interim accounts, usually monthly, while work is in progress, with a final bill on completion. I may deduct from funds held on your behalf any fees, disbursements or expenses for which I have provided an invoice.

The Basis of my Charges

My fees are calculated primarily on the basis of time recorded (unless agreed otherwise). However, in calculating fees a range of other factors may also be applied in accordance with NZ Law Society guidelines, including expertise, importance, urgency and the results achieved.

My hourly rate is **\$650** per hour (excluding GST and disbursements).

I also charge for disbursements (photocopying, court fees, registrations, couriers, out of Auckland travel expenses, duties/levies, etc). These will be itemised separately in my monthly invoices.

I also separately charge for office expenses incurred in the ordinary course of providing legal services to you. These include telephone costs, including toll calls, facsimiles and general office expenses such as the cost of opening a file, printing and associated expenses incurred on your behalf. Generally these are included as a standard office disbursement fee of \$100 (excluding GST) per invoice, however if there are large amounts of any of these expenses I will itemise additional charges.

Payment Arrangements

Invoices are payable within 10 days of the date of the invoice, unless alternative arrangements have been made with me.

I reserve the right to claim interest on any unpaid amount which is more than 30 days unpaid after the invoice date which will be calculated at a penalty interest rate of 15% per annum on the outstanding amount.

Clients are responsible for my solicitor client legal and disbursements costs that I incur through recovering or attempting to recover their debt to me and or my instructing solicitors in relation to any matter I am instructed.

I agree and accept to retain Bret Gustafson as a barrister to represent and advise me on the above terms and conditions.

Dated

2020

Name: