

## **Advocate John S Kayser**

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### **2025 COUNSEL'S FEE LIST**

#### **IN TERMS OF SECTION 35 (3) OF THE LEGAL PRACTICE ACT 28 OF 2014 AND PART IV OF CODE OF CONDUCT FOR LEGAL PRACTITIONERS**

#### **GAUTENG & SIMILAR METROPOLITAN AREAS**

##### **HIGH COURT / LABOUR COURT / ARBITRATION FEES**

Trial Fee R30,000 Per day

Consultation / Preparation R3,000 Per hour

##### **MAGISTRATES' COURT / REGIONAL COURT / CCMA / ARBITRATION FEES**

Trial Fee R24,000 Per day

Consultation / Preparation R2,400 Per hour

##### **TRAVEL**

R10.00 Per kilometre outside metropolitan areas

Airfares & Car Hire As per account

R1,250 – R1,750 Per overnight stay depending on location  
or as per account

##### **GUIDELINES**

These estimates are only guidelines and depend upon time, difficulty and complexity of each matter, and include litigious and non-litigious work of a similar nature.

Pleadings R12,000 – R30,000+

Affidavits R30,000 – R100,000+

Opinions R30,000 – R100,000+

Unopposed Applications R15,000 – R30,000+

Opposed Applications R30,000 – R100,000+

##### **COLLAPSE FEES**

Collapse Fees will be charged unless agreed otherwise. Where a matter does not proceed for whatever reason, the minimum fees applicable shall be calculated as follows:

0 – 3 court days inclusive beforehand	Full trial fee for days reserved
4 – 7 court days inclusive beforehand	Two thirds (2/3) of the trial fee
8 – 21 court days inclusive beforehand	Half (1/2) of the trial fee
> 21 court days beforehand	As agreed with the attorney

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### Terms and Conditions

1. All fees quoted and presented by counsel exclude VAT unless so indicated. Counsel is not registered for VAT at present.
2. CODE OF CONDUCT PART IV promulgated in terms of the Legal Practice Act ("Code of Conduct") shall apply save as varied herein or agreed in writing between the parties.
3. Save as provided in law or the Code of Conduct, counsel is instructed by an attorney who is and remains liable for the payment of his fees until settled in full.
4. Fees due and payable for litigious work shall be invoiced according to counsel's fee list applicable for the court having jurisdiction in the matter.
5. Fees due and payable for non-litigious work shall be invoiced according to counsel's fee list of nearest equivalence to the court that would have jurisdiction in the matter.
6. Counsel's fee list is not in accordance with any agreed, published or promulgated tariff.
7. Collapse fees are due and payable in terms hereof unless specifically excluded.
8. Trial fees are due and payable in respect of all the days (or parts thereof) counsel has been reserved to appear and/or appears in court whether the matter proceeds or fails to proceed for whatever cause or reason.
9. Counsel's fees are due upon presentation and are payable on or before the end of the month in which such fees are presented, invoiced or marked on the brief ("due date").
10. In the event that the instructing attorney is not in funds at the time counsel's fees are presented, then and only in such event shall such fees become payable upon the attorney's receipt thereof from the client provided that the said fees shall be paid no later than 15 days after the due date whether or not the instructing attorney has received the funds in full from the client. The period of grace is a privilege granted and is not a right to withhold payment of counsel's fees until the expiry of such period of grace.
11. Counsel's fees shall attract interest at prime plus 2.5% or the legal rate, whichever is the greater, from the date of invoice to the date of payment.
12. Counsel may agree in writing to vary his fees and/or agree special terms such as payment by instalment or deferred payment. If an attorney or client defaults or is in breach of such an arrangement, counsel at his sole discretion may revert to counsel's standard terms and fee list for any amounts remaining unpaid, which shall become due and payable forthwith without any period of grace, and charge interest on the outstanding balance until payment is received in full.
13. Counsel's fees in contingency matters shall be governed by a contingency fee agreement concluded in terms of the Contingency Fees Act 66 of 1997.
14. *Pro amico* fees shall mean that counsel's fees are reduced as agreed, excluding costs ("mate's rates") save in the event of default or a favourable costs order, in which case fees as are permissible under section 92 of the Legal Practice Act shall apply.
15. *Pro bono* fees shall mean that counsel's services are provided free-of-charge, excluding costs, except as are permissible under section 92 of the Legal Practice Act.
16. All legal and other costs incurred in recovering any sum due to counsel by the attorney or the client shall be payable on the Rule 67A High Court B-scale.

Conduct of advocates contemplated by section 34(2)(a)(i) of the Legal Practice Act 28 of 2014

**22. Preamble**

- 22.1 Part IV of this code is applicable to, and binding upon, every person who has been admitted and enrolled to practice as an advocate in South Africa and who is an independent practitioner of advocacy as contemplated in section 34(2)(a)(i) of the Act, called in Part IV of this code, "counsel".
- 22.2 Part IV of this code is applicable to the professional conduct of counsel.
- 22.3 The interpretation of Part IV of this code shall be effected purposively and aimed to give the fullest effect to the fundamental principles that shape, guide and express the essence of the profession of advocacy, which principles are that -
  - 22.3.1 counsel are independent practitioners of advocacy and agents of the rule of law, who resist any undue influence from anyone, whose specialised services are available to all persons, in particular indigent people, regardless of any disregard in which persons requiring the services of counsel may be held by anyone;
  - 22.3.2 counsel understand that the profession of advocacy is primarily vocational and serves the public interest and accordingly acknowledge fiduciary duties towards the courts and to their clients and to all professional colleagues.

**23. The nature of work undertaken by counsel**

- 23.1 Counsel undertake to perform professional legal services for a reasonable reward.
- 23.2 There is no closed list of subject matter about which a brief may be accepted by counsel provided the brief does not require counsel to undertake work which is properly that of an attorney. In particular, counsel may accept a brief:
  - 23.2.1 to give legal advice orally or in a written opinion;
  - 23.2.2 to prepare any documents required for use in any court or arbitration or other adjudicative proceedings;
  - 23.2.3 to prepare written argument and heads of argument;
  - 23.2.4 to argue an application;
  - 23.2.5 to argue an appeal;
  - 23.2.6 to move an unopposed matter;
  - 23.2.7 to appear in a trial or in an arbitration or in any other decision-making forum;
  - 23.2.8 to negotiate on behalf of a client;
  - 23.2.9 to settle a matter, whether on trial or otherwise;
  - 23.2.10 to argue a matter on taxation before a taxing master;
  - 23.2.11 to make representations to the National Prosecution Authority about whether or not to charge a person with a criminal offence;
  - 23.2.12 to undertake a criminal prosecution on behalf of the State or on behalf of, or as, a private prosecutor;
  - 23.2.13 to preside as an arbitrator, or as the chair of a disciplinary enquiry, or as presiding officer in any other adversarial proceedings, or to conduct any inquisitorial proceedings;
  - 23.2.14 to act as an expert or as a referee;
  - 23.2.15 to act as a mediator, facilitator or adjudicator;

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23.2.16 to conduct an investigation and furnish a report with recommendations as to facts found and to make recommendations as to future action;

23.2.17 to act as a *curator ad litem*;

23.2.18 to make representations to a statutory or voluntary body or any state official;

23.2.19 to act as a commissioner in any enquiry.

23.3 Counsel shall comply with these rules of conduct and the rules of conduct applicable to prosecutors issued by the National Prosecution Authority whenever briefed on behalf of the State to conduct a prosecution, and in the event that any conflict might arise between the sets of rules, these rules of conduct shall prevail.

### **24. Counsel's commitment to the practice of advocacy**

24.1 Counsel shall, in general, devote themselves to the practice of advocacy and to this end shall not engage in any other occupation or activity which is likely to compromise counsel's ability diligently to perform the work on any briefs or to diminish counsel's standing within the profession of advocacy or adversely affect the reputation of the profession of advocacy itself.

24.2 Counsel, in their professional capacity, shall not be involved in any way in any relationship or arrangement which resembles a partnership.

### **25. Independence of counsel**

25.1 Counsel shall, in the advancement of the client's cause, resist any conduct calculated to deflect counsel from acting in the best interests of the client and to that end counsel shall be fearless in the conduct of the client's case, and shall not be deterred by the threat of or the prospects of adverse consequences to counsel or any other person.

25.2 Counsel shall unreservedly assert and defend the rights of the client and in particular in order to protect the client's liberty, to the best of counsel's ability and within lawful bounds.

25.3 Counsel shall upon acceptance of a brief exercise personal judgment over all aspects of the brief and shall not permit any person to dictate how the matter is to be conducted. If the decisions made or advice given by counsel are not acceptable to the instructing attorney or to the client, counsel must offer to surrender the brief, and if the instructing attorney elects to accept the surrender, counsel must forthwith withdraw.

25.4 Counsel shall not appear in any superior court in the absence of their instructing attorneys or instructing attorney's candidate attorneys, or other representatives, save as provided below.

25.5 Counsel may, when appearing in a matter before any court or tribunal of any kind, appear unaccompanied by their instructing attorney or the instructing attorney's candidate attorney or other representative, provided that the instructing attorney or a partner or employee of the instructing attorney (being an attorney or a candidate attorney) is immediately accessible to counsel at all times.

25.6 Counsel shall not bring about a binding settlement of any matter without an express and specific mandate by the instructing attorney as to the terms and conditions of an agreement of settlement.

25.7 Counsel shall ordinarily consult with instructing attorneys, clients and witnesses at counsel's chambers.

25.8 In circumstances which reasonably indicate that consultations cannot conveniently be held at the chambers of counsel, counsel may exercise a discretion to consult at some other place appropriate to the circumstances, which places include the home of counsel or the offices of the instructing attorney or the offices of the client, provided that counsel in so doing guards against compromising counsel's independent status, which circumstances may include -

25.8.1 where the large volume of documents to be scrutinised cannot usefully be accommodated in or transported to or from counsel's chambers;

25.8.2 where the great number of witnesses to be interviewed make it more convenient to meet at the place where they can be conveniently assembled;

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25.8.3 where the consultations are to be held after hours or on weekends;

25.8.4 where the persons to be interviewed are located in places distant from counsel's chambers;

25.8.5 where counsel is to appear in proceedings occurring in a place other than counsel's home centre.

### **26. Acceptance of briefs and the cab-rank rule**

26.1 Counsel are at liberty to limit in what areas of practice, and in which courts, they wish to accept briefs and to appear, and to profess to practise in such limited areas and courts. In the absence of expressly professing to practise in limited areas and in certain courts only, counsel shall be deemed to profess to practice in all areas of practice and in all courts.

26.2 Counsel shall not refuse to accept briefs in an area of practice in which they profess to practise or in a court in which they profess to practise on the grounds that they disapprove of the client or of the client's opinions or alleged conduct or because of any disregard in which such person might be held.

26.3 Counsel shall, unless they reasonably believe they are not professionally competent to do so, accept the offers of briefs to defend persons charged with criminal offences and shall resist any conduct designed to inhibit or discourage the acceptance of such a brief on any grounds, especially any disregard in which such accused person or the cause with which such accused person is associated, may be held by anyone.

26.4 Counsel may decline offers of briefs in matters in which they believe they are not competent to render professional services at the appropriate standard reasonably expected of a counsel in such matters or to discharge their duty of diligence, and when declining such offers counsel shall disclose those reasons to the instructing attorneys.

26.5 Counsel may decline the offer of a brief if agreement between counsel and the instructing attorney cannot be reached on the fee to be charged by counsel; provided that the fee proposed by counsel must satisfy the norm of the reasonable fee, as dealt with in paragraph 29 of the code.

26.6 Counsel shall, once alerted to the fact that the court or other adjudicative body is to be presided over by a member of counsel's family or other person with a close personal relationship with counsel, disclose that fact to the instructing attorney and to opposing counsel.

26.7 Counsel shall, once counsel is alerted to the fact that a family member or other person with a close personal relationship to counsel is opposing counsel or is an attorney in the opposing party's attorney's firm, notify the instructing attorney of such relationship.

26.8 Counsel may continue to act in any civil proceedings despite a family member or other person with a close personal relationship presiding over the matter, provided that none of the parties, having been informed of this, raises an objection. Whenever an objection is raised counsel must either withdraw, or the parties must jointly request and procure the recusal of the presiding officer.

26.9 Counsel shall not in a criminal trial, whether acting for the State or the defence, appear before a court presided over by his or her family member or other person with a close personal relationship to counsel.

26.10 Counsel may refuse to accept a brief if:

26.10.1 counsel is a senior counsel and considers that the nature of the brief and the work involved does not reasonably require the engagement of senior counsel;

26.10.2 the scale and duration of the work involved in undertaking the brief is such that counsel is apprehensive, on reasonable grounds, that commitment to the brief would prejudice counsel's practice or other professional or personal commitments;

26.10.3 the instructing attorney is reasonably suspected by counsel of being unlikely to pay the fees due to counsel timeously or at all.

### **27. Acceptance of briefs: the referral rule**

27.1 Counsel undertakes to perform legal professional services in court-craft and knowledge of the law only upon the offer and acceptance of a brief.

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27.2 Counsel shall accept a brief only from an attorney, and counsel shall not accept a brief directly from any other person or entity for either litigious or non-litigious work of any kind, save that counsel may accept a brief -

27.2.1 from a justice centre;

27.2.2 to perform professional services on brief from an attorney or legal practitioner in another country, including the equivalent of a state attorney or the attorney general or director of public prosecutions, without the intervention of a South African attorney;

27.3 Counsel who act as arbitrators or umpires shall do so only on receipt of a brief from the parties' attorneys, or on receipt of instructions from an arbitration body.

27.4 Counsel shall receive fees charged only from or through the instructing attorney who gave the brief to counsel, except where such attorney, for reasons of insolvency, or for any other reason, is unable to pay, in which circumstances, with leave from the Provincial Council, counsel may receive the fees due from another source in discharge of the indebtedness of the attorney.

### **28. Acceptance of briefs: implied undertaking of diligence**

28.1 Counsel shall ordinarily only accept a brief given in writing or by email, but in circumstances of urgency counsel may accept an oral brief but must insist on receipt, as soon as practicable, of a written or emailed brief, failing which counsel shall in writing or by email confirm the terms of the oral brief.

28.2 Counsel shall, upon accepting a brief, not resile from the undertaking to fulfil the brief in order to attend to another brief offered later, except for good cause; which cause shall be deemed to be present under either of the following circumstances:

28.2.1 the interests of justice would otherwise be impaired;

28.2.2 the instructing attorneys of both the initially offered brief and of the later offered brief agree in writing to release counsel from the initially offered brief.

28.3 Counsel shall not pass on a brief to another counsel except on the express prior agreement of the instructing attorney.

28.4 Counsel shall personally attend to all of the work involved in the briefs accepted by them, save as undertaken by leading counsel and one or more junior counsel briefed together, and subject to the long-standing practice of employing a "devil" in terms of which counsel shall be entitled, by agreement with another counsel, to have that counsel undertake research work in a particular brief in return for a fee agreed between counsel, and paid by the counsel on brief, provided that this shall not be converted into a permanent arrangement akin to employment of one counsel by another.

28.5 Counsel, upon accepting a brief, shall perform the necessary work to the best of their abilities, in keeping with counsels' seniority and relevant experience and:

28.5.1 counsel, upon acceptance of a trial brief, tacitly represent that they can properly commit themselves to remaining available throughout the period of the trial without compromising such commitment by reason of any prior commitments in other matters, regardless of whether such other matters have been set down at a time before or after the period estimated for the duration of the trial;

28.5.2 counsel, upon acceptance of a brief in any opposed application, tacitly represent that they can properly commit themselves to remaining available throughout the period during which that opposed application may be heard without compromising such commitment by reason of any prior commitments in other matters, regardless of whether such other matters have been set down at a time before or after the period during which the opposed application may be heard.

28.6 Counsel must decline the offer of a brief if their other commitments do not reasonably allow them to discharge their duty of diligence in the preparation of the brief. In particular, counsel shall not accept any brief if it is reasonably foreseeable that -

28.6.1 counsel shall be unable to attend to all of the necessary work within a reasonable time;

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- 28.6.2 the risk exists that counsel might, because of a conflict of interest or any other reason, have to surrender the brief;
  - 28.6.3 the failure to attend to the brief timeously or the surrender of the brief is likely to result in embarrassment, inconvenience or prejudice to the instructing attorney or the client or a fellow counsel who might be briefed thereafter, or to the court.
  - 28.7 If, after counsel has accepted a brief in any matter, any circumstance arises that imperils the proper discharge of counsel's duty of diligence, counsel shall, once such eventuality is apparent, especially in respect of trial briefs, report such circumstances to the instructing attorney to facilitate timeous steps to inhibit prejudice to the client and facilitate a successor to be briefed in time to take over the brief.
  - 28.8 Counsel shall not accept more than one brief on trial for the same day.
  - 28.9 Counsel shall not, when briefed on trial on a given day, also accept a brief to appear in any other opposed matter, save an application for leave to appeal, provided such proceedings are arranged to ensure no interference with the matter in which counsel is briefed on trial.
  - 28.10 Counsel may, on a day on which counsel is briefed on trial, accept a further brief only on matters listed below, provided that the performance of that further brief does not interfere with the conduct of the matter in which counsel is briefed on trial:
    - 28.10.1 a brief to mention, at a roll call, a trial matter for postponement by agreement;
    - 28.10.2 a brief to record, at the roll call, the fact of a settlement of a trial matter and submit a settlement agreement to be made an order of court;
    - 28.10.3 a brief to note a judgment in a matter in which counsel had been briefed to conduct the case;
    - 28.10.4 a brief to attend to any matter during a period outside of court hours.
  - 28.11 Counsel may, once released from any obligation to remain available in relation to a trial matter, accept any other brief for that period.
  - 28.12 Counsel shall in appropriate circumstances expressly advise the client about the prospects of and availability of dispute resolution options other than litigation.
  - 28.13 Counsel shall upon acceptance of a brief take reasonable steps to determine whether or not prescription might be imminent and if so deal with the matter to avoid that consequence.
29. **Counsel's fees: the norm of the reasonable fee**
- 29.1 Counsel shall, in calculating a fee for services rendered or to be rendered, be mindful that the profession of advocacy is primarily vocational and exists to serve the public interest, and accordingly, shall charge only reasonable fees for all work undertaken.
  - 29.2 Counsel shall calculate a reasonable fee by having regard to the following factors, none of which is determinative and all of which are simply guides to a fair calculation:
    - 29.2.1 the time and labour required;
    - 29.2.2 the customary charges by counsel of comparable standing for similar services;
    - 29.2.3 the novelty and difficulty of the issues involved;
    - 29.2.4 the skill and expertise required to properly address the matter;
    - 29.2.5 the amount at stake in the matter;
    - 29.2.6 the importance of the matter to the client.
  - 29.3 Counsel shall, in calculating a fee, guard against both overvaluing and undervaluing the services to be rendered.
  - 29.4 Counsel shall not, in calculating a fee, inflate the amount because the client is able to pay generously.

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- 29.5 Counsel may, in calculating a fee, on the grounds of a client's lack of means to pay fees, charge the client an amount less than would otherwise be reasonable for the services rendered, or charge no fee at all.
- 29.6 Upon acceptance of a brief counsel must, at the request of the instructing attorney, provide details to the attorney of counsel's estimate of the fees to be charged. Upon completion of the work, or item of work, which has been performed counsel must provide the instructing attorney with details of the makeup of the fee that has been charged.

### **30. Agreements about fees**

- 30.1 If an attorney offers a brief to counsel which is already marked with a fee, counsel upon acceptance of the brief tacitly agrees to that fee; if counsel chooses to refuse the brief on those terms, counsel and the instructing attorney must expressly agree in writing or by email to a different fee, otherwise, if counsel performs the work mandated by the brief, the initial marked fee shall bind counsel.
- 30.2 Counsel shall, at the time of accepting a brief, stipulate to the instructing attorney the fee that will be charged for the service or the daily or hourly rate that shall be applied to computing a fee.
- 30.3 Counsel shall, in respect of every brief, expressly agree with the instructing attorney the fee or the rate of fees to be charged, unless there is a tacit understanding between counsel and the instructing attorney about the fees or the rate of fees usually charged by counsel for the particular kind of work mandated by the brief.
- 30.4 Counsel who is briefed under circumstances of urgency which are such that an agreement on the fees or the rate of the fees to be charged cannot reasonably be concluded immediately when the brief is offered, must take reasonable steps to agree a fee as soon as possible thereafter.
- 30.5 If for any reason, despite reasonable steps by counsel to reach an agreement about the amount or the rate of fees, no agreement is achieved, counsel shall be entitled to decline the brief.
- 30.6 The following standard terms, which counsel must draw to the attention of the instructing attorney, shall be implied in a brief offered to and accepted by counsel:
  - 30.6.1 no amount agreed upon shall exceed a reasonable fee;
  - 30.6.2 counsel may charge a reasonable fee for a reserved hearing date unless the instructing attorney releases counsel on reasonable notice;
  - 30.6.3 counsel who charges a fee for a reserved hearing date shall deliver to the instructing attorney a certificate to the effect that counsel did not undertake any other brief for a hearing for the reserved date.
- 30.7 Counsel may expressly, in writing or in an email, conclude an agreement with an instructing attorney which includes provision for any or all of the following:
  - 30.7.1 that the fees, or a specified amount as cover for counsel's fees, must be paid to the instructing attorney prior to the performance of any obligation in terms of the brief and that the attorney will hold the money in trust for payment of counsel's fees subject to counsel performing the brief;
  - 30.7.2 that a special collapse fee shall be payable to counsel in the event that proceedings in a court or before a tribunal, for which counsel has, at the request of the instructing attorney, reserved a number of days, not proceed as envisaged, whether as a result of the matter being settled, postponed by agreement between the parties or by an order of court, or concludes earlier than the end of the period reserved by counsel, provided that the fee actually charged is a reasonable fee.

### **31. Pro bono briefs**

- 31.1 Counsel who accept *pro bono* briefs shall not, after acceptance, seek to charge a fee except as may be permissible under section 92 of the Act.
- 31.2 Counsel who appear in proceedings *pro bono* shall disclose that fact to all interested parties and to the court.



**32. Prohibited fee agreements**

- 32.1 Counsel shall not agree to charge on results or agree to reduce or waive fees if a positive result is not achieved, except in a matter taken on contingency in terms of the Contingency Fees Act 66 of 1997 and/or save as contemplated in section 92 of the Act.
- 32.2 Counsel shall not agree to charge a fee as allowed on taxation except in a matter undertaken on contingency, or as permitted in terms of section 92 of the Act.

**33. Acceptance of gifts by counsel**

- 33.1 Counsel shall guard against compromising their independence by the acceptance of gifts from a client or an attorney, and whenever it is not inappropriate to accept a gift from a client it shall be received by counsel through the agency of the instructing attorney.
- 33.2 Counsel may, whenever gifts of substantial value are offered, seek advice from the Council or the authorised sub-structure of the Council about the appropriateness of acceptance, before acceptance of such gift.

**34. Marking briefs and submitting fees accounts**

- 34.1 Counsel shall mark a fee as soon as practicable after the specific service has been rendered and shall render an account monthly of all fees owing by every debtor.
- 34.2 Counsel shall render accounts to the instructing attorney or arbitration body contemplated in paragraph 27.3, and shall receive payment only from the instructing attorney or arbitration body.
- 34.3 Counsel shall not submit an account directly to a client except by agreement with the instructing attorney and client and on condition that the same account simultaneously submitted to the instructing attorney, nor receive payment directly from a client.
- 34.4 Counsel shall maintain a banking account into which every fee received shall be deposited.
- 34.5 Counsel shall keep and preserve records of account, in either physical or electronic format, up to date, for five years or for such longer period as may be required by any law, and hold them available for inspection by the Council at all times. Such records of account shall accurately record every fee marked, the instructing attorneys or other accredited entities who gave the briefs, the nature of the service rendered, the dates of performance, and every payment received.
- 34.6 Counsel shall not mark a brief, or in any form record a description of fees in any record of account, which is false or misleading as to the true nature of the brief or of the services rendered; in particular:
  - 34.6.1 a brief to settle an agreement to resolve litigation shall not be recorded as a brief on trial;
  - 34.6.2 a brief to negotiate a settlement shall not be recorded as a brief on trial.

**35. Recovery by counsel of fees owing and payable**

- 35.1 Counsel may sue an attorney or arbitration body for fees due and payable to him or her.

**36. Appropriate dress**

- 36.1 Counsel shall dress appropriately when rendering services to or on behalf of a client.

**37. Abandonment of practice**

- 37.1 Counsel shall not abandon his or her practice.
- 37.2 Counsel shall not close his or her practice without prior notice to the Council and to all attorneys by whom he or she has been briefed and in respect of whom work remains to be done, and without arranging with those attorneys for the manner in which their briefs are to be dealt with.

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