

Retainer Agreement Criminal Law – Paying Client



This document should be adapted to suit your practice and the matter for which it is being used. See endnote.

[Firm Name, Address, Telephone Number, Email]

[Date]

[Client Name]
[Client Address]

Dear [client name]:

Re: [description of matter]

Further to our discussion of [date], you have requested, and I have agreed to act as your lawyer in respect of criminal charges against you, namely: [describe charges].

Fees

As discussed, my fee is \$[amount], which will take this matter through trial, if necessary. In addition to my fee, you will be required to pay HST, and other expenses related to your case. Minor expenses include long distance telephone calls, photocopying, delivery charges, faxes and witness fees. Some cases also require hiring expert witnesses. If expert witnesses are necessary for your case, I will discuss this with you and advise you of the cost. You will need to either provide me with an additional retainer or pay such costs directly. Should you be charged with other offences, my fees may have to be adjusted. The fee quoted does not include any appeal, should an appeal be necessary.

Retainer

You have agreed to provide me immediately with a retainer of \$[amount]. The balance of my fees and any anticipated expenses are **due one month prior to your trial date**. Unless I have received the necessary amount at that time, I will not represent you at the trial.

Sole Representation

This document may be adapted for use by lawyers and paralegals for their legal practices. It is available at practicepro.ca/retainers
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I will be representing solely you in this matter. My representation of you does not include the representation of related persons or entities, such as family members; friends; the individuals or entities that are shareholders, directors or officers of a corporation, its parent, subsidiaries or affiliates; partners of a partnership or joint venture; or members of a trade association or other organization. In acting for you, I am not acting for or taking on any responsibilities, obligations or duties to any such related persons or entities and no lawyer-client or other fiduciary relationship exists between us and any such related persons or entities.

[Multiple Clients – Optional in the alternative if not sole representation]

Representing Multiple Clients with Apparent Same Interest (Joint Representation)

As you know the following **[party/parties]** are involved with you in this matter and you and they have asked us to represent all of you:

[name(s)]

I have discussed with you the principles I must follow of undivided loyalty. No information received from one of you as a part of the joint representation can be treated as confidential as between all of you. If I should receive information from one of you which I am instructed to keep confidential as between all of you, I will have to stop acting for all of you.

I have discussed these matters with you and have concluded that, at least at present, each of your individual interests in this matter are the same. The areas in which these individual interests may diverge in the future are:

[describe]

If I agree to act for one of you in a matter separate from this one, and I receive confidential information from that separate matter that is relevant to this matter, and the client in that separate matter wishes to keep it confidential, then

[Lawyer when drafting agreement must choose (i) or (ii) following]

(i) the information must not be disclosed to the other in this matter. This means I must withdraw from the joint representation.

or

(ii) the information must be disclosed to each of you in this matter and I may continue to act jointly for both of you.

Other conflicts may arise that cannot as yet be foreseen. A conflict of interest occurs when what is best for one of our clients somehow is not best for or hurts another of the firm's clients. At the present time I can represent all of you. However, if it later becomes apparent that there is a conflict, I confirm each of your instructions to attempt to resolve this conflict. If a successful resolution cannot be accomplished in a timely way or at all, or if our attempts to resolve the issue cause us ethical concerns, I will have to withdraw from representing all of you.

[if applicable] I confirm your agreement that if a contentious issue between you and _____ arises, I may continue to advise _____ about the contentious matter and that I will refer you to another lawyer or paralegal.

Our billings will name and be sent to all of you and each client is responsible for payment of the entire amount. You will need to decide between you how our accounts will be divided.

Fraud Prevention

To prevent fraud and ensure the safe and accurate receipt, release, and transfer of any funds or assets, the following steps will always be taken to safeguard such assets:

1. We will only accept funds [or assets] from you [or additional party] by way of:
 - Electronic funds transfer to our trust account numbered _____
 - Wire transfer to our trust account numbered _____
 - Certified cheque delivered to us at _____
 - Additional method of funds or asset transfer _____

2. We will only transfer funds [or assets] to you [or additional party] by way of:
 - Electronic funds transfer to your account numbered _____
 - Wire transfer to your account numbered _____
 - Certified cheque delivered to you at _____
 - Additional method of funds or asset transfer _____

3. We will only release funds or assets to a third party upon receiving verbal confirmation of the transfer from you and any other party necessary to confirm the veracity of the transfer details.

4. You [or another party] should not expect to receive any revised instructions for the transfer of funds or assets from us. If you [or another party] receive any written communication advising of such a change that appears to come from us, immediately contact us at [insert telephone number] to verbally confirm these changes.

5. If we receive any changes to your [or another party's] contact information, or any changes to the instructions for the transfer of funds or assets as set out above, we will not act on these changes until we have verbally confirmed the new instructions in-person or by calling you [or another party] at the following phone number: **[insert phone number]**

Ending the Relationship

By You

You are free to end my services before your case is completed by writing me a letter or note. If you do, you agree to pay my fees and expenses up to the date of ending those services. I will also ask you to sign a court form which tells the court I no longer act for you.

By Me

I am free to withdraw my services at any time if I have good reason. For example, I would withdraw my services if a client:

- misrepresented facts or failed to disclose important facts;
- did not cooperate with me in any reasonable request;
- asked me to do something unethical or illegal;
- did not pay my bills on time without making other arrangements for payment.

Again, you would have to pay my fees and expenses up to the time I stopped acting for you.

Dealing With Each Other

As we discussed, my trial schedule often prevents me from being able to return telephone calls or to see clients whenever they wish. In fairness to my other clients whose matters may then be before the court, my attention will be primarily on the conduct of these cases. Because of this, it may be some days before I can return your call unless it is urgent. Please let my secretary know if a call is urgent, and I will call back as soon as I can.

You confirm communication via the following is confidential and consent to me/our firm contacting you at:

[client address]
[client home number]
[client cell number]
[client email]

Other Matters

If other problems arise as a result of the charges, you understand that I have not been retained by you to act on those matters. Please inform me if there are other matters for which you may require legal representation, and I may refer you to another lawyer for assistance.

Next Court Date

Your next appearance date is **[date]** and, unless specific arrangements are made, you will be required to attend court on that date to fix a trial date.

If you want us to proceed on the basis described above, please **sign both copies of this agreement in the space provided and return one copy to us**, together with a retainer in the sum of **[\$amount]**, in the enclosed self-addressed envelope. If there is anything you do not agree with, or if there is anything you would like to discuss before signing, please inform us promptly.

Yours truly,

Lawyer's signature

Date

Client's signature

Date

NOTE & DISCLAIMER: Model retainers are provided by LAWPRO for your consideration and use when you draft your own documents. They are NOT meant to be used "as is." Their suitability will depend upon a number of factors, such as the current state of the law and practice in each area of law, your writing style, your needs, and the needs and preferences of your clients. These documents may need to be modified to correspond to current law and practice. These documents do not establish, report, or create the standard of care for lawyers. The material is not a complete analysis of any of the topics covered, and readers should conduct their own appropriate legal research.

Retainer letters or agreements should include reference to the following:

- identity of the lawyer and the client;
- scope of service (is your work to be limited in any way?);
- obligations of client;
- delegation of work;
- expected chronology;
- fee arrangement;
- billing format;
- rate changes;
- withdrawal or termination of services;
- conflicts of interest; and

Drafted originally by the Law Society of British Columbia, LAWPRO has revised this retainer for Ontario lawyers with permission. LAWPRO gratefully acknowledges the work of the Law Society of British Columbia in preparing this document.