

## **Retainer Agreement Criminal Law – Paying Client**

This document is a supplement to practicePRO's *managing the finances of your practice* booklet. It reviews the steps you can take to better manage the finances of your practice, and is available at [www.practicepro.ca/financesbooklet](http://www.practicepro.ca/financesbooklet)

***This document should be adapted to suit your practice and the matter it is being used for. See Note below.***

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 GST, 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.

### **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**

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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;
- ask 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.

I would also have to withdraw my services if I learned of a **conflict of interest** that would make it unethical for me to continue to act for you. A conflict of interest occurs when what is best for one of the clients of my firm somehow is not best for or hurts another of our clients. If I have to withdraw my services for you because of a conflict of interest, you will only 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.

### **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.

Yours truly,

**[name]**

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**NOTE:** 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.

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; and
- conflicts of interest.

This document was originally drafted by the Law Society of British Columbia, and is reproduced with permission. LAWPRO gratefully acknowledges the work the Law Society of British Columbia did in preparing this document.