**Retainer letter/agreement #2: Ongoing limited consultation**

**Your Firm Letterhead**

**[Date]**

**[Name and Address]**

**Dear [Name]:**

**Re: Limited Scope Retainer Agreement**

You have asked me, and I have agreed, to provide legal services for you on a limited scope basis with respect only to **[describe the family matters involved].** This letter describes the terms and limits of our engagement. If you cannot agree to the following terms and conditions, or if you have any questions, please get in touch with me. Otherwise, please sign this letter and return it to my office **[by deadline].** I will not take further action until you have signed and returned this agreement.

**Scope of Services:**

**[For the next X days]** I will perform the specific legal tasks identified by the word “yes” in Schedule “A”, consistent with my ethical and professional responsibilities, including observing strict confidentiality, and based on the information available to me. Those are all of the services that I will provide to you in this matter. You agree that I will NOT provide the services marked with a “no” in Schedule “A”.

If you request me to provide additional services and I agree to do so, then we must enter into a separate written and signed agreement which describes the new scope of service.

I have your consent to tell lawyers representing other parties to this matter that you have retained me on a limited retainer and that you will be communicating with them on all services not specifically included in my responsibilities under this Agreement.

**Your Responsibilities**

You have overall control for this matter and you are responsible for all aspects of this matter except those specifically assigned to me as set out in Schedule “A”. In addition, you must:

1. Cooperate by complying with all reasonable requests for information about this matter;
2. Review and evaluate all information that I provide to you;
3. Keep me advised of your concerns and any information relevant to your matter;
4. Provide me with copies of all correspondence, Court documents and other documents relating to your matter and new documents as you receive them;
5. Immediately notify me of any pending negotiations, conferences, hearings, deadlines or Court applications;
6. Immediately notify me of any changes to your contact information;
7. Keep all documents relating to this matter in a file for my review upon request;
8. Respond quickly to all letters, emails and telephone calls from my office.

**Who will work on your matter?**

I will be the lawyer responsible for the services marked with a “yes” in Schedule “A”. For efficiency reasons I may delegate work to others including:

**[list paralegals, legal assistants, other lawyers, law students, assistants and other staff]**

**Communications**

You agree that I will try to return telephone calls and respond to email and other messages as quickly as possible, but that may not be possible on the same day. [If using hourly billing include: Time spent on telephone calls or emails will be included in my invoices to you.]

[**Optional**: You understand that I use cloud-based programs to store client files and business records. Some of these programs use servers located outside of Canada. You acknowledge that using these programs may create some risks for your information and by signing this letter you consent to my use of these programs.] [*Refer to the* [*Cloud Computing Checklist*](http://www.lawsociety.bc.ca/docs/practice/resources/checklist-cloud.pdf)]

**No Guarantees**

Although I may offer an opinion about your case or about possible results of a court hearing relating to this matter, I cannot guarantee any particular result. You acknowledge that I have made no promises about the outcome and that any opinion offered does not constitute a guarantee.

**Additional Specialized Advice**

**[Describe any issues that may need specialized advice (examples: tax; financial; estate planning), explain that you will not be providing advice on these issues and recommend that the client consult another professional for advice as applicable.]**

**Limitation Periods**

Based on what you advised me [or the nature of your matter], the following limitation periods may apply to your matter:

1. **[List]**

You are entirely responsible for meeting these and any other time limitations.

**Cost and Billing**

You agree to pay for these legal services based on **[describe your pricing approach which may include one of the following: an hourly rate approach (pay as you go); an hourly invoice approach; an hourly rate approach (with retainer); a flat fee approach; a blended approach]** as follows:

**[Choose one of the following or adapt as needed; delete the others]**

Hourly pay as you go:

1. You agree to pay for legal fees using the following current hourly rates for me and those we agree will work on your matter:
   1. **[list]**
2. Time is recorded in increments of one tenth of an hour.
3. In addition to legal fees, if you instruct me, or it is necessary for me, to incur expenses (also called disbursements) that result from our work on your matter then you agree to pay for, or reimburse me for, such expenses. Disbursements may include expenses such as the cost of obtaining documents like a marriage certificate, or courier charges.
4. You understand that I am required to include taxes (GST and/or PST) on fees and on some disbursements.
5. Unless we agree in writing to another method, you agree to pay invoices for legal fees and any disbursements at the time each task is completed.
6. You understand that payment must be made by **[list acceptable methods: certified cheque, money order, bank draft, electronic transfer, credit card, cash etc.].**

Hourly invoice approach:

1. You agree to pay for legal fees using the following current hourly rates for me and those we agree will work on your matter:
   1. **[list]**
2. Time is recorded in increments of one tenth of an hour.
3. In addition to legal fees, if you instruct me, or it is necessary for me, to incur expenses (also called disbursements) that result from our work on your matter then you agree to pay for, or reimburse me for, such expenses. Disbursements may include expenses such as the cost of obtaining documents like a marriage certificate, or courier charges.
4. You understand that I am required to include taxes (GST and/or PST) on fees and on some disbursements.
5. Unless we agree in writing to another method, we will deliver invoices to you [monthly] and you agree to pay invoices for legal fees and any disbursements within 30 days. If payment is not received within 30 days then I will cease all work on you matter.
6. You understand that payment must be made by **[list acceptable methods: certified cheque, money order, bank draft, electronic transfer, credit card, cash etc.].**

Hourly retainer approach:

1. You agree to pay for legal fees using the following current hourly rates for me and those we agree will work on your matter:
   1. **[list]**
2. Time is recorded in increments of one tenth of an hour.
3. In addition to legal fees, if you instruct me, or it is necessary for me, to incur expenses (also called disbursements) that result from our work on your matter then you agree to pay for, or reimburse me for, such expenses. Disbursements may include expenses such as the cost of obtaining documents like a marriage certificate, or courier charges.
4. You understand that I am required to include taxes (GST and/or PST) on fees and on some disbursements.
5. You agree to deposit with me the sum of **$XXXX** as a retainer. I will not commence work on your matter until the retainer is deposited. I will keep this retainer in my general trust account for your benefit until I send you an invoice. At that time, I will transfer money from your retainer to pay the invoice. When the retainer has been used up and you require further work from me (within the scope of this Agreement) I will ask you to pay me another retainer. At the end of this Agreement, I will refund to you any money left in your retainer after deducting any unpaid or final invoices for work or expenses to that date.
6. Unless we agree in writing to another method, we will deliver invoices to you [monthly].
7. You understand that payment must be made by **[list acceptable methods: certified cheque, money order, bank draft, electronic transfer, credit card, cash etc.].**

Flat Fee approach:

1. The following tasks within the scope of services described in Schedule “A” are available for a fixed or flat fee as follows:
   1. **[List or include as part of Schedule A]**
2. You agree to pay an invoice for each flat fee upon completion of the specified task. For example, payment for your initial consultation session **($X**) is due at the conclusion of the first meeting.
3. In addition to legal fees, if you instruct me, or it is necessary for me, to incur expenses (also called disbursements) that result from our work on your matter then you agree to pay for, or reimburse me for, such expenses. Disbursements may include expenses such as the cost of obtaining documents like a marriage certificate, or courier charges.
4. You understand that I am required to include taxes (GST and/or PST) on fees and on some disbursements.
5. You understand that payment must be made by **[list acceptable methods: certified cheque, money order, bank draft, electronic transfer, credit card, cash etc.].**

**General:**

* **[describe your policy re interest and any other charges passed along to the client]**
* Every invoice I send you is a final bill. That means that once the invoice has been paid, you have 3 months to dispute the invoice by applying to review the invoice before the District Registrar of the Supreme Court of BC.
* **[use only as applicable]** You confirm that I have made no promises about the total amount of fees, disbursements or taxes payable under this agreement.
* You confirm that you prefer to have invoices delivered to you by **[e-mail or both e-mail and mail]**.

**Ending our Relationship**

You have the right, at any time, to end our relationship and this agreement by providing me with written notice.

Subject to my professional obligations, I reserve the right to end our relationship and this agreement at any time on reasonable notice and for good reasons which include:

* You fail to cooperate with me in any reasonable request;
* There is a serious loss of confidence between us;
* Our continuing to act would be unethical or impractical;
* **[If applicable: Our retainer has not been paid;]** or
* You fail to pay our invoices within the time noted above. **[non-payment of fees is not usually sufficient reason to withdraw without risk of complaint: Rule 3.7-3 and commentary within Rule 3.7]**

When this agreement is ended you must still pay for my fees, disbursements, other charges and applicable taxes incurred up until the time I stopped acting for you.

Once the relationship has ended and all invoices have been paid in full, I will release to you, upon your request, all of your papers and property relating to this matter.

**Resolving disputes**

If a dispute arises with respect to this agreement, we both agree to seek to resolve the dispute through negotiation.

If the dispute is about fees and other costs, then we agree to participate in the Law Society of BC’s free [Fee Mediation Program](https://www.lawsociety.bc.ca/page.cfm?cid=144&t=Law-Society-Fee-Mediation-Program).

If a full agreement is not achieved using the Fee Mediation Program or negotiation for non-fee issues does not result in a full agreement, we agree to jointly appoint a mediator to assist the parties to resolve the outstanding issues. If we are unable to agree on a mediator we authorize Mediate BC Society to appoint a mediator. We will share the costs of the mediation.

**Entire Agreement**

This Agreement including Schedule A is the complete agreement between us. All amendments must be in writing and signed by both of us.

I recommend that you consult with another lawyer about the terms of this Agreement.

If you wish us to proceed on these terms please sign a copy of this letter in the space indicated and return it to me by **[date].** If you have any questions please contact me.

Thank you for engaging me. I look forward to working with you.

Yours truly,

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LAWYER**

**I have carefully read this Agreement and I understand and agree with all of the provisions, including Schedule A.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CLIENT DATE**