

Form 2

Retainer Agreement for Instructions from In-house Counsel where Exception to Requirement for Disclosure Applies

(see s263(2)(c) of the Legal Profession Act)

Dear [insert]

I make the following offer to enter into a cost agreement and retainer with [insert name of client] ("You") to apply to all future instructions OR the following instructions [insert description of particular instructions which may include the statement "and any further instructions in the same matter"].

- 1 My retainer will be by You and You will be liable to pay my bills even if they relate to instructions concerning the activities of other entities.
- 2 I may receive instructions to act for You from any in-house counsel or internal solicitor employed or engaged by You.
- 3 My fees will be charged at \$[insert] per hour plus GST.
- 4 I will charge You a fixed fee for particular instructions if an amount is agreed in writing signed by me or sent from email address [insert].
- 5 I will charge You for all travel, accommodation and incidental expenses actually incurred when instructions require me to make attendances outside Perth. I will be entitled to charge for [insert, first class, business, premium economy or economy] air travel.
- 6 At my election, I may render an account for fees due to me upon completion of particular instructions or at the end of each calendar month.
- 7 I will render a separate bill for each matter in which I am instructed.
- 8 I will review my usual fees in [insert month] each year having regard to changes in applicable scales and market rates. If I change my usual fees I will notify You of the percentage change which will apply to all bills for work undertaken after that date [provided that I will not increase my fees by more than [insert] percent in any year].
- 9 I will be entitled to terminate any instructions if You fail to pay any bill by the due date or fail to give proper instructions after they are requested by me and otherwise in circumstances permitted by the Rules of the Western Australian Bar Association.
- 10 Payment of each bill is due within 30 days.

11 I will charge interest at the rate prescribed by the Regulations to the Act on any outstanding account if a bill is unpaid for [insert – must be a minimum of 30] days after the bill was given to You, provided that interest will not be charged unless and until a notice has been sent to You stating that interest will be charged if the bill is not paid.

This offer may be accepted in writing or by You making a request after receipt of this offer for me to undertake work

Yours sincerely

I accept this offer on behalf of [insert name of instructing entity] and I warrant that I have authority to do so.

Signature and Name

Position Held

Dated: