

## Form 1

### Retainer Agreement for Instructions from a Law Practice

Dear [insert]

I make the following offer to enter into a cost agreement and retainer with your firm 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 [insert name of firm].
- 2 My fees will be charged under the [insert] court scale as varied from time to time.

OR

My fees will be charged at \$[insert] per hour plus GST for advice and preparation and \$[insert] per day plus GST for court hearings.

- 3 I will charge a fixed fee for particular instructions if an amount is agreed in writing signed by me or sent from email address [insert].
- 4 I will charge for all travel, accommodation and incidental expenses actually incurred when your instructions require me to attend hearings or meetings outside Perth. I will be entitled to charge for [insert, first class, business, premium economy or economy] air travel.
- 5 At my election, I may render a bill upon completion of particular instructions, at the end of each calendar month or after the conclusion of any hearing.

OR

I will send a bill upon conclusion of each matter by settlement or judgment or if the client refuses to accept a reasonable settlement offer recommended by me.

- 6 I will send a separate bill for each matter in which I am instructed.
- 7 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].

- 8 I will disclose to your firm the information necessary for your firm to comply with sections 261(1) and 267 of the *Legal Profession Act* ("the Act") where the client is not a client of the kind described in s263(2)(c)(ii) to (vii) of the Act or prescribed by Regulations under the Act.
- 9 I will be entitled to terminate any instructions from your firm if there is a failure to pay any bill by the due date or a failure 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 I will be entitled to terminate any instructions from your firm in circumstances permitted by the Rules of the Western Australian Bar Association, including if your firm fails to pay any bill by the due date or fails to give any proper instructions after that are requested by me.
- 11 Your firm will be liable for payment of all bills even if your firm has not received funds from its client to pay the bill.
- 12 Payment of each bill is due within 30 days.
- 13 I will charge interest at the rate prescribed by the Regulations to the Act on any outstanding account if a bill is unpaid for 30 days after your firm was given the bill, provided that interest will not be charged unless and until a notice has been sent to your firm stating that interest will be charged if the bill is not paid.

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

Yours...

I am a partner of [insert firm name] and accept this offer on its behalf.

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Signature and Name

Dated [insert]

**[Note: If the general agreement form is used for all future instructions care should be taken to ensure that the terms of the agreement are drawn to the attention of the particular practitioner instructing you. This may be done by using the form of disclosure which provides for a reference to any retainer agreement when disclosing the costs to be charged]**