



June 21, 2022

Dear Sir and/or Madam:

**Re: Letter of Retainer (General)**

Thank you for consulting me. I confirm that you have retained me to perform legal services on your behalf. The following is general information and some items may not relate to your particular case.

**Fees and Billing**

My fees are the charges for my services. Legal fees, disbursements and other charges are subject to GST, which will be added onto your account. All files will be “fees based on time” unless a file falls in the category of “set fees” as described herein or unless otherwise agreed upon in writing.

**a) Fees Based on Time - Litigation, Estate Matters, Commercial, Corporate Agreements**

The starting point for determining the fees you will be charged in a particular matter will be the time spent on the matter. In determining the chargeable time for a matter, I include telephone calls, meetings, preparation time, sending letters and e-mails, receiving and reviewing letters and e-mails, drafting documents, filing documents, reviewing documents and files, research, court appearances, travel time and generally all time spent in providing legal services to you in the matter. Records of services rendered are kept, and, where appropriate, will be included in the accounts sent to you.

My current time charge rate is \$ 400.00 per hour. Charge rates may be changed from time to time.

Interim bills will be based on the amount of time spent on the matter to the time the interim bill is sent.

Your final account may be adjusted up or down to a fair and reasonable amount, based on various factors, including:

- 1) the nature of the matter, including its difficulty and urgency; its importance to you, its monetary value and the need for special skills or services;
- 2) the results obtained;
- 3) what other lawyers of equal standing would charge;
- 4) my inability to accept other cases because I have taken your case;
- 5) any estimate I have given you; and
- 6) the direct costs I incur in providing the services.

**b) Set Fees - Real Estate and Refinancing, Incorporations, Estate Planning (Wills)**

My services for the above-noted services will be provided in accordance with the attached Fee Schedule(s), whichever may relate to your specific matter. The flat rate quoted is based on the assumption that your matter will be completed as anticipated at the time the quote was given, and within a reasonable time period. My rate is subject to increase if the matter turns out to be significantly more complex or time consuming than was originally anticipated.

**Disbursements**

Disbursements are payments I make to third parties on your behalf. Some examples of disbursements are long distance

telephone calls, fax transmissions, courier charges, postage, travel expenses, Land Titles Office fees, Corporate Registry fees, transcripts, court filing fees, process service fees, surveys, search and certificate fees, and generally any other payments I make to third parties. You will be responsible for paying any and all disbursements on your file. Some of these disbursements may be estimated on the attached Fee Schedule pertinent to your matter.

### **Other Charges**

You will be charged a reasonable amount for other expenses I incur on your behalf, including expenses for photocopying, stationery and supplies, file retrieval, etc. You will also be charged for any banking fees incurred on your behalf such as certification of cheques, NSF fees, stop-payment fees, wire transfer fees, etc. Some of these disbursements may be estimated on the attached Fee Schedule pertinent to your matter.

### **Retainer**

Unless special arrangements are made, I require my clients to pay a retainer to cover the fees and disbursements for the next block of work to be done. This money is kept in a trust account, and is used for disbursements as they are incurred, and is applied to payment of fees when an account is rendered. When an account is rendered, you may be asked to bring the retainer back up to its previous level.

### **Comments on Fees, Disbursements and Other Charges**

Legal matters sometimes take considerable time to resolve. To keep you informed as to how much the matter is costing you and to allow me to continue to carry on business while the matter proceeds, you will likely receive interim accounts. When your matter is completed, you will receive a final account.

All accounts, including interim accounts, are due when rendered. If an account is not paid within 30 days, interest will be charged on the outstanding balance at the rate of 18% per annum until the account is paid in full and reminders will be sent until payment is received.

I want to handle your legal matter in a prompt, effective manner. I hope you will let me know if there is any way I can improve on the service I provide to you. As the client, you will decide the general direction your matter will follow (ie. Do we negotiate or go to court or do we accept a settlement offer?). Before taking any major step in your matter, I will ask for your instructions on how you want to proceed. I will usually make a recommendation but the final decision will be yours. I will then provide the legal services necessary to carry out your instructions.

I can make no promises or guarantees as to the outcome of your matter. I will, however, give you my opinion as to the various options you have.

### **Trust Accounts**

I maintain a separate bank account for money I hold in trust for my clients. The account is designated as a 'trust account'.

The Law Society of Alberta has established very strict standards for lawyers' trust accounts. Trust accounts are audited annually by a professional accountant and the results of the audit are reported to the Law Society. The Law Society also conducts spot audits.

In most cases, the interest on trust accounts goes to the Law Foundation of Alberta and is used for law reform and public legal education. However, if a large sum of money is to be held in trust for an extended period time, a specific interest-bearing trust account may be opened for the money, with the interest payable to the client. There is, however, a client fee for this service.

### **Contacting Me**

Two-way communication will be very important in our professional relationship. If you ever feel you do not fully

understand what is going on, please call, e-mail or make an appointment for a meeting. Likewise, if you have any information that might be of assistance to me in handling your matter, call and let me know.

I will report to you from time to time by letter, telephone call, e-mail or in person. You will also receive copies of most pertinent correspondence sent and received and documents prepared on your matter. If you do not understand a document or copy of correspondence you receive from me, please let me know.

Certain communications between solicitor and client are absolutely confidential. This confidentiality is known as the solicitor/client privilege. Because of it, you can give me all the facts relevant to your matter without fear that prejudicial information will become public. I cannot be compelled by the tax department, the police, the government or the courts to divulge information that is subject to solicitor/client privilege.

The solicitor/client privilege is yours, not mine, so only you can waive it.

Not all solicitor/client communications are privileged. The privilege only arises when the client reveals information in confidence to obtain legal advice or services. Information you give us that is not privileged is treated as confidential. Our ethical rules define the limited circumstances in which confidential information can be disclosed.

If you have any questions about privilege or confidentiality, please don't hesitate to ask me.

### **Recovery of Damages (Litigation)**

If you have engaged me to take court action to recover money damages, and are successful in receiving judgment against the other party, you should be aware that winning your case in court does not necessarily mean that you will actually recover the money the court awards. If the other party is insolvent or uninsured, further proceedings may be needed to recover the damages, and in some cases no recovery is possible, even after the case has been won in court. In addition, if you are unsuccessful in court or only partially successful you may be ordered by the Court to pay all or partial costs to your opponent.

### **Terminating Legal Services**

If you decide to terminate my services, I will render a final account covering un-billed time, other charges and disbursements. You will have to pay this account, and any/all other outstanding accounts, before the file will be released to you or transferred to another lawyer. Dependent upon the situation, we may also be required to file a notice with the courthouse, which will be included on your final billing. If you have any questions about terminating services, please call and ask.

### **Conclusion**

I appreciate that you chose me to represent your interests. My staff and I work hard to help our clients receive the best service we can provide. Please contact me anytime you have questions.

Yours truly,

**PDS LAW**

**PER:**

**LAWYER**

/encl.

**PDS LAW**

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