

The lawyer engagement letter

Australia edition

[Firm letterhead]

[Date]

[Client name]

[Client address]

Dear [Client contact],

THANK YOU, AND WHO WE ACT FOR

Thank you for instructing [Firm name]. This letter sets out the terms on which we will act. Our client in this matter is [Client name] and only [Client name]. We do not act for any related company, director, shareholder or family member unless we confirm that separately in writing.

THE MATTER, AND ITS SCOPE

You have asked us to [describe the matter and the outcome sought]. Our retainer covers [list the steps included].

It does not cover [appeals, enforcement, tax advice, advice on the law of another jurisdiction, or any other matter]. If you would like us to act on any of those we will confirm a separate scope and fee first.

WHO WILL DO THE WORK

[Name] will have day-to-day conduct of the matter, supervised by [Name]. We may involve others where it is more efficient, at the rates set out below. We will tell you if the person with conduct changes.

FEES, DISBURSEMENTS AND BILLING

Our fees are charged [on a fixed basis of [amount] / at hourly rates of [rates]] in Australian dollars, in units of [number] minutes. Disbursements — [filing fees, experts, searches, travel] — are charged in addition, as incurred.

We invoice [monthly / on completion of each stage]. Invoices are payable within [number] days. We will give you an estimate for the matter as a whole and update it if it changes materially, but an estimate is not a cap unless this letter says it is.

MONEY HELD ON YOUR BEHALF

We ask for [amount] on account before we begin. Money you pay us on account is held in our [client / trust] account and applied to invoices as they are issued. Any balance is returned to you when the matter ends. [Interest is dealt with as follows.]

CONFLICTS AND CONFIDENTIALITY

We have checked for conflicts of interest and are not aware of any. If one arises, we will tell you promptly and may have to stop acting. Everything you tell us is confidential and privileged, subject to the limited circumstances in which the law or our professional obligations require disclosure.

ENDING THE RETAINER

You may end this retainer at any time by telling us in writing. We may stop acting where we have good reason and reasonable notice, including where invoices remain unpaid or where a conflict arises. In either case fees and disbursements incurred to that point remain payable, and we will tell you what steps remain outstanding on the matter.

YOUR RECORDS AND OURS

At the end of the matter we will return your documents on request and keep our file for [number] years, after which it is destroyed. We hold your information in accordance with the Privacy Act 1988. If you are not happy with our service, [describe the complaints procedure and the regulator's contact details].

AGREEMENT

Please sign and return a copy of this letter. If you have any question about any part of it, ask before you sign.

[Name], [Firm name]

Agreed by [Client name]:

Signature _____ Date _____

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