

RETAINER AGREEMENT

Date: _____

Between

Name of Client
Address
Phone
Email

And

Barrister & Solicitor
Address:

WHEREAS the Lawyer and the Client wish to enter into a written agreement which contains the agreed upon terms and conditions upon which the Lawyer will provide his services to the Client.

AND WHEREAS the Lawyer is a member of Law Society of Ontario, the regulator in Canada for Barristers and Solicitors;

IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties agree as follows:

1. SCOPE OF THIS AGREEMENT:

The client asked the Lawyer, and the Lawyer has agreed, to act for the client in the matter of:

Preparation and submission of Judicial Review application challenging the refusal of _____ application of _____.

2. LOCAL/DESIGNATE CONTACT: No local contact

The client has instructed to add the following person for communication purposes on his behalf within Canada.

Name:
Address:
Email:
Phone:

Note: Subject to confidentiality clause mentioned in section 6 of this agreement.

3. FEE AND DISBURSEMENTS:

Professional fee: CAD \$____ + HST + Disbursements

Ist installment: CAD\$____ + HST (Due at the time of signing this agreement)

IInd installmenyt: CAD\$____ + HST (Due at the time of submission of Applicant record)

The retainer is strictly for the purpose of Judicial Review application and no other application.

Should there be a need for extra steps taken unrelated to the Judicial Review application, my fees may have to be adjusted.

4. CLIENT RESPONSIBILITIES AND COMMITMENTS:

3.1 The Client must provide, upon request from the Lawyer:

- All necessary documentation.
- All documentation in English or French, or with an English or French translation.

3.2 The Client understands that he must be accurate and honest in the information he provides and that any inaccuracies may void this Agreement, or seriously affect the outcome of the application or the retention of any status he/she may obtain. The Lawyer's obligations under the Retainer Agreement are null and void if the Client knowingly provides any inaccurate, misleading or false material information. The Client's financial obligations remain.

3.3 In the event Immigration, Refugees and Citizenship Canada (IRCC) or Employment and Social Development Canada (ESDC) should contact the Client directly, the Client is instructed to notify the Lawyer immediately.

3.4 The Client is to immediately advise the Lawyer of any change in the marital, family, or civil status or change of physical address or contact information for any person included in the application.

3.5 In the event of a Joint Retainer Agreement, the Clients agree that the Lawyer may share information among all clients, as required. Furthermore, if a conflict develops that cannot be resolved, the Lawyer cannot continue to act for both or all of the Clients and may have to withdraw completely.

5. REFUND POLICY

The Client acknowledges that the granting of a visa or status and the time required for processing this application is at the sole discretion of the government and not the Lawyer. Furthermore, the Client acknowledges that fees are not refundable in the event of an application refusal.

If, however, the Lawyer or professional staff do not complete the tasks identified under section 1 of this agreement, the Lawyer will refund part, or all of the professional fees collected. The Client agrees that the fees paid are for services indicated above, and any refund is strictly limited to the amount of fees paid. Unused fees will be refunded in the following manner

6. CONFIDENTIALITY

All information and documentation reviewed by the Lawyer, required by IRCC and all other governing bodies, and used for the preparation of the application will not be divulged to any third party, other than agents and employees, without prior consent, except as demanded by law. The Lawyer, and all agents and employees of the Lawyer, are also bound by the confidentiality requirements of Article 8 of the Code of Professional Ethics.

The Client agrees to the use of electronic communication and storage of confidential information. The Lawyer will use his/her best efforts to maintain a high degree of security for electronic communication and information storage.

7. FORCE MAJEURE

The Lawyer's failure to perform any term of this Retainer Agreement, as a result of conditions beyond his/her control such as, but not limited to, governmental restrictions or subsequent legislation, war, strikes, or acts of God, shall not be deemed a breach of this Agreement.

8. CHANGE POLICY

The Client acknowledges that if the Lawyer is asked to act on the Client's behalf on matters other than those outlined above in this Agreement, or because of a material change in the Client's circumstances, or because of material facts not disclosed at the outset of the application, or because of a change in government legislation regarding the processing of immigration or citizenship-related applications, the Agreement can be modified accordingly.

9. TERMINATION

This Agreement is considered terminated upon completion of tasks identified under section 1 of this agreement.

This Agreement is considered terminated if material changes occur to the Client's application or eligibility, which make it impossible to proceed with services detailed in section 1 of this Agreement.

10. DISCHARGE OR WITHDRAWAL OF REPRESENTATION

By you

You are free to end my services before your case is completed by writing me a letter or note. If you do, you agree to pay my fees and expenses up to the date of ending those services.

By me

Pursuant to Article 11 of the Code of Professional Ethics, the Lawyer may withdraw representation and terminate this Agreement, upon writing, provided withdrawal does not cause prejudice to the Client, at which time any outstanding fees or Disbursements will be refunded by the Lawyer to the Client/any outstanding fees or Disbursements will be remitted by the Client to the Lawyer.

Again, you would have to pay my fees and expenses up to the time I stopped acting for you.

I would also have to withdraw my services if I learned of a conflict of interest that would make it unethical for me to continue to act for you. A conflict of interest occurs when what is best for one of the clients of my firm somehow is not best for or hurts another of our clients. If I have to withdraw my

services for you because of a conflict of interest, you will only have to pay my fees and expenses up to the time I stopped acting for you.

11. GOVERNING LAW

This Agreement shall be governed by the laws in effect in the Province/Territory of Ontario, and the federal laws of Canada applicable therein and except for disputes pursuant to Section 8 hereof, any dispute with respect to the terms of this Agreement shall be decided by a court of competent jurisdiction within the Province/Territory of Ontario.

12. MISCELLANEOUS

12.1 The Client expressly authorizes the Lawyer to act on his/her behalf to the extent of the specific functions which the Lawyer was retained to perform, as per Section 1 hereof.

12.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, warranties, representations, negotiations and discussions, whether oral or written, of the parties except as specifically set forth herein.

12.3 This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.

12.4 This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.

12.5 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement shall be held unenforceable by any court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

12.6 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in this Agreement.

12.7 Each of the parties hereto shall do and execute or cause to be done or executed all such further and other things, acts, deeds, documents and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectively.

12.8 The Client acknowledges that he/she has had sufficient time to review this Agreement and has been given an opportunity to obtain independent legal advice and translation prior to the execution and delivery of this Agreement.

In the event the Client did not seek independent legal advice prior to signing this Agreement, he/she did so voluntarily without any undue pressure and agrees that the failure to obtain independent legal advice shall not be used as a defence to the enforcement of obligations created by this Agreement.

12.9 Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms.

12.10 The Client acknowledges that he/she has requested that the Agreement be written in the English language.

13. COMMUNICATION:

As discussed, it is very important, I am able to receive proper instructions from you as such any change in address or telephone number should be communicated to my office immediately. As discussed, my schedule makes it difficult to return calls or emails immediately, as such I will return your calls and queries at the earliest available opportunity.

The client agrees to communicate via **email** for any status update on the matter or any further query regarding the matter.

I acknowledge I have read or heard the contents of this agreement read to me, in English or interpreted through the assistance of a third party to my satisfaction. I am satisfied with the agreement, signing freely without threat, promise, or coercion and understand all the terms.

Signature: _____ Date: _____, 2022.

Signature: _____ Date: _____, 2022.
Name of Client