**RETAINERSHIP AGREEMENT**

**THIS RETAINERSHIP AGREEMENT IS MADE ON THIS \_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_ BETWEEN NAME OF RETAINER** of **ADDRESS OF RETAINER (RETAINER)** of the first part.

**AND**

**NAME OF RETAINEE** of **ADDRESS OF RETAINEE** **(RETAINEE)** of the second part.

**THIS RETAINERSHIP AGREEMENT WITNESSES AS FOLLOWS:**

**WHEREAS** the retainer is a **DESCRIPTION OF BUSINESS OF THE RETAINER** who wants to retain the **LEGAL** services of the retainee as his lawyer for a period of **DURATION OF TIME** commencing from today, \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ to end on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

1. **RESPONSIBILITIES OF THE RETAINEE/ATTORNEY:**

The Retainee shall;

1. **RENDER ALL LEGAL SERVICES TO THE RETAINER:**

This involves rendering all legal services (advice) as it relates to general legal serviceswhich may come up against the retainer within the time frame as stipulated above.

1. **STANDARD AND ETHICS**

The retainee shall render every legal services to the retainer with every standard which he delivers legal services to all other clients as if he was contracted solely for the purposes of the services which he is rendering to the retainer.

1. **NATURE OF AGREEMENT:**

The parties have agreed that the sum of **CONSIDERATION AMOUNT** shall be paid to the retainee as retainership fees for the period stipulated above for all legal service which will be rendered by the retainee SAVE AS specific expenses will not be included in the services.

In other words, all specific expenses incurred in the course of this retainership agreement, the retainee will not be indemnify thereto. The retainers shall always take care of it.

1. **RESPONSIBILITY OF THE RETAINER:**

The retainer shall at every material time consult the retainee for any legal services that may affect him during the stipulated period above without any request of professional fees.

1. **LIABILITIES**

The retainer shall only bear liability for specific expenditure in the course of any legal services by the retainee;

1. **BREACH OF AGREEMENT**

That in the cause of any breach by either parties, parties will resort to arbitration or amicable settlement of the breach and if arbitration fails, then any other legal approach can be activated.

1. **AMENDMENT TO THE AGREEMENT**

The obligations of the both parties have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

1. **PERIOD OF VALIDITY**

This agreement shall be mutually valid for a period of **DURATION OF TIME**.

1. **ARBITRATION**

Any dispute arising with regards to any aspect of this agreement shall be settled through dialogue and deliberations between parties, where parties are unable to reach amicable resolution, they may resort to standard Arbitration in accordance with the Arbitration Act and the High court Rules as Amended.

**IN WITNESS OF WHICH THE PARTIES RESPECTIVELY SIGNED THIS RETAINERSHIP AGREEMENT THIS ………………….... DAY OF …………….…………..20\_\_\_\_\_.**

**………………………………………………….**

**NAME OF THE RETAINER**

**(RETAINER)**

**………………………………………………….**

**NAME OF THE RETAINEE**

**(RETAINEE)**

IN THE PRESENCE OF:

1. NAME:…………………………………………………………….

SIGNATURE:……………………………………………………..

OCCUPATION:…………………………………………………...

ADDRESS:………………………………………………………..

1. NAME:…………………………………………………………….

SIGNATURE:……………………………………………………..

OCCUPATION:…………………………………………………...

ADDRESS:………………………………………………………..

***PREPARED BY:***

**NAME OF THE LAWYER**

**NAME OF CHAMBERS**

***ADDRESS OF OFFICE***

***Barrister & Solicitor***

**SUPREME COURT ENROLMENT NO.**

**Email**

**Phone No.**

**RETAINERSHIP AGREEMENT**

**BETWEEN**

**NAME OF RETAINER**

**AND**

**NAME OF RETAINEE**

**MADE ON THE**

**\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_**

***PREPARED BY:***

**NAME OF THE LAWYER**

**NAME OF CHAMBERS**

***ADDRESS OF OFFICE***

***Barrister & Solicitor***

**SUPREME COURT ENROLMENT NO.**

**Email**

**Phone No.**