

Please be advised that if you as a client have signed a Retainer Contract with **David Matthew Sanders**, Barrister and Solicitor, o/a **Camberwell House** and/or o/a **Camberwell House Litigation**, and/or o/a some other variant thereof, [in any case, “Camberwell”], on or after August 5, 2015 these terms are incorporated into and form a part of that Retainer Contract and are binding on you as Client or Clients [henceforth “Clients”, whether there are one or more clients] and on Camberwell as your lawyer.

Where there is confusion or conflict between these Retainer Terms and any specific Retainer Contract signed with a Client or Clients the terms of the Retainer Contract with Clients shall govern.

#### Communications & Instructions

1. Camberwell:
  - 1.1. shall communicate with and report to Clients as necessary, and at other times at Camberwell's discretion;
  - 1.2. shall accept instructions only from Clients or such other person as Clients shall designate in writing and in advance.
  - 1.3. shall not be bound by any instructions coming from any person not so designated.
  
2. Clients undertake to:
  - 2.1. advise Camberwell of any change of address or phone number(s) until such time as the matter(s) is/are resolved; and
  - 2.2. respond to communications to and requests for instructions from Camberwell, failing which Camberwell may cease to act for Clients and, if there is ongoing litigation, may remove itself from the record and Clients will not oppose any such motion.

## Personnel

3. Clients authorize Camberwell to appoint another Law Society licensee (being either a paralegal or lawyer and henceforth "Licensee") to attend in court or before a tribunal on Clients' behalf or to perform such other tasks as may be necessary in this matter where such appearance or tasks would be necessary and/or prudent to serve the best interests of Clients.
4. Camberwell, in the interests of client service and account minimization, may:
  - 4.1. assign such staff as it thinks best to any and all matters and tasks herein;
  - 4.2. subcontract preparation and/or administration and/or court procedural work to other Licensees and/or other qualified professionals.

## Fees, Disbursements and Accounts

5. *General:*
  - 5.1. all accounts shall be divided into "fees" and "disbursements";
  - 5.2. any estimate as to fees shall not include disbursements such as photocopy, fax and travel costs, for which Clients shall be billed monthly or periodically as required;
  - 5.3. Camberwell shall provide, either voluntarily or if requested, an itemized account of services and times and disbursements.
6. *Multiple Clients:* If there is more than one client, Camberwell will bill said clients jointly and said multiple clients are responsible jointly and severally for the full amount.
7. *Rates (in Canadian dollars):*
  - 7.1. ordinary billing rate for lawyer(s), \$250.00 per hour;
  - 7.2. litigation preparation and related file time: \$250.00 per hour;
  - 7.3. document review, reporting time and all other: \$250.00 per hour;
  - 7.4. lawyer's library or computer research time:
    - 7.4.1. \$150.00 per hour if done by Camberwell; or
    - 7.4.2. or as billed by outside professionals;



- 7.5. lawyer's "Combined Rate" \$150.00 (this is a category used when the lawyer is combining purely lawyer work (review, drafting, notes, etc.) with clerk or secretarial work (document revision, format, structure, etc.);
- 7.6. law clerk or project officer / project and/or student specialist time:
  - 7.6.1. if done by Camberwell, \$88.88 per PO/PS hour;
  - 7.6.2. if done by outside professionals, as billed to Camberwell;
- 7.7. paralegal time:
  - 7.7.1. if done by Camberwell, \$100.00 per hour;
  - 7.7.2. if done by outside professionals, as billed to Camberwell;
- 7.8. secretarial time:
  - 7.8.1. if done by Camberwell, \$50.00 per hour;
  - 7.8.2. if done by outside professionals, as billed to Camberwell;
- 7.9. travel time:
  - 7.9.1. if done by Camberwell, \$30.90 per hour;
  - 7.9.2. if done by outside professionals, as billed to Camberwell;
- 7.10. rates are subject from change on written notice to Clients and the allocation of which time belongs in which category shall be at the sole discretion of Camberwell.

8. *Cap:*

Any cap on fees and disbursements must be in the Retainer Contract or subsequently agreed to in writing by Camberwell and Clients, otherwise no such cap is agreed to, or can be claimed or enforced.

9. *Disbursements:*

- 9.1. It is understood that any disbursements incurred by Camberwell on behalf of the Clients are payable by Clients and are in addition to fees.
- 9.2. Disbursements are not refundable.

10. *Outside professionals:*

It is understood that any such disbursements incurred by Camberwell on behalf of the Clients are payable by Clients and are in addition to fees.



11. *Research Disbursements – Online Services:*

- 11.1. In addition to the foregoing it is specifically understood that Camberwell may use paid and/or subscription online research services on behalf of Clients and any and all costs of same are payable by Clients, in addition to fees.
- 11.2. Camberwell will charge such research fees as itemized by the research service in question when accounts are so presented.
- 11.3. Where the research is done on a flat-fee subscriber service, Camberwell will charge a flat monthly fee for said services, said being (and not to exceed) \$150 per Clients per month in any month in which such research is being done for a client.
- 11.4. Where a Licensee or any other outside professional is hired the research work of same shall be charged at the rate of said person or company and recovered as a disbursement from Clients by Camberwell.

12. *Research Disbursements – Professional Development Materials:*

- 12.1. In addition to the foregoing it is specifically understood that Camberwell choose to attend professional development events, or obtain professional development materials, if same are particularly applicable to a client's case.
- 12.2. Where such events are attended, or such materials obtained, Camberwell may recover same from Clients by Camberwell.

13. *Litigation Disbursements – Process Server(s) - Clients understand and agree that:*

- 13.1. The use of a process server may be warranted in certain circumstances.
- 13.2. Process Server fees vary greatly depending on circumstances. Note: For simple matters such as service of an affidavit, process server fees could be as low as \$50, however, in circumstances including but not limited to service on multiple individuals, service in other cities, difficulty reaching individuals, multiple attempts at service, service requiring considerable travel time, etc. fees could increase to many hundreds of dollars in total.
- 13.3. Clients shall be responsible for paying all disbursements required to cover process server costs unless otherwise agreed upon by Camberwell House and Clients.



14. *Taxes, Levies and Fees:*

- 14.1. Harmonized Sales Tax (HST) of thirteen percent (13%) is chargeable on all fees of any kind and on most disbursements.
- 14.2. Clients are responsible for payment of any provincial sales taxes or any and all other taxes due and owing on the account.
- 14.3. Clients shall be responsible for payment of any Law Society of Upper Canada/LawPro surcharge levy due and owing on the account.
- 14.4. Clients shall be responsible for payment of any and all court fees.

15. *Trust Account matters:*

- 15.1. Clients agree to deposit into trust a sum required by Camberwell as an initial retainer.
- 15.2. Clients agree to deposit with from time to time further interim retainer monies as Camberwell may require to meet required and/or anticipated fees and disbursements including the retention of Licensees or other professionals.
- 15.3. Clients instruct and authorize Camberwell from time to time to transfer to its general account towards his fees and disbursements funds from any retainer Clients may give.
- 15.4. Trust deposits for disbursements not yet incurred may be refundable.
- 15.5. Clients instruct and authorize Camberwell to receive in your trust account on my behalf any funds to which I may become entitled arising out of the herein matter, and Clients agree and instruct that such funds may be applied to your legal account for fees and disbursements.

16. *Billing, Payment and Interest:*

- 16.1. Camberwell shall invoice for matters done pursuant to this Retainer Contract and shall detail the payments made out of trust.
- 16.2. Clients agree to payment in full of any outstanding balance due to Camberwell for work undertaken on my behalf and that said payment shall be due within thirty (30) days of the date of the invoice.
- 16.3. I acknowledge that interest:
  - 16.3.1. is payable on all overdue accounts at the maximum chargeable under the *Solicitors Act*, i.e. the rate that is established for the purpose of section 128 of



the *Courts of Justice Act* in respect of an action that is commenced on the day the bill is delivered;

16.3.2. commences 30 days after the date of each account, until each amount is fully paid;

16.3.3. is applicable whether or not an interest clause is marked on any given account.

16.4. Any NSF cheques to Camberwell shall be subject to a \$50.00 administration fee.

#### 17. *Discounts and Assessment:*

17.1. Camberwell is at liberty to extend discounts to clients at its own and sole discretion.

17.2. Camberwell is at liberty to bill at a lower rate work that is more properly and accurately billed at a higher rate.

17.3. If a Camberwell account is assessed pursuant to the *Solicitors Act* or is made the subject of litigation between Clients and Camberwell, Camberwell shall revoke any such discounts or lower billing rates, and claim the full amount(s) of said account(s).

#### Ownership of Work Product

18. Ownership work product, and liens:

18.1. Work done herein shall be the property of Camberwell.

18.2. Clients retain ownership of their own documentation.

18.3. Camberwell retains all of its right to lien under the *Solicitors Act*.

#### Withdrawal

19. Camberwell or its representatives may withdraw from any proceedings where they appear as agent of record upon Client:

19.1. moving, not communicating or not providing instructions;

19.2. doing anything whatsoever which would require Camberwell to remove itself on grounds of professional and/or ethical standards;

19.3. insisting on a course of action in the litigation which Camberwell believes is not in the client's best interests;

19.4. refusing to pay Camberwell accounts;



19.5. and lawyer having their mutual trust and/or professional relationship break down.

20. If Camberwell removes itself from the record or is removed for any reason, Clients shall remain responsible and liable for any and all remaining fees and disbursements due on the file. Camberwell shall refund the balance of the retainer to Clients after any and all the monies owing to Camberwell have been invoiced and paid.

### Dispute Resolution

21. If a dispute arises between Camberwell and Clients arising out of this Retainer Contract and they are unable to resolve said dispute between them, the matter will be resolved by arbitration.

21.1. Clients and Camberwell shall agree on an arbitrator from a list of local arbitrators who are members of the Alternative Dispute Resolution Institute of Ontario, ["ADRIO"].

21.2. If Clients and Camberwell are unable to agree on an arbitrator then an arbitrator shall be selected by ADRIO.

21.3. Nothing in this arbitration clause prohibits good faith efforts between Clients and Camberwell to settle this matter by mediation and/or direct negotiation.

### Communication / CASL

22. I consent to Camberwell corresponding with me by email and/or by Dropbox for all matters related to any work that they are performing on my behalf, including, but not limited to, reporting letters, requests for information, invoices, general information emails and circulars and newsletters, and information regarding firm events. If I wish to have Camberwell no longer contact me by email I will advise them by replying to an email and advising them to stop.

.../8



## File Destruction

23. Camberwell retains the right to destroy file documentation left with it after file closure:

- 23.1. If Clients, upon termination or completion of this engagement, wish to have any documentation returned, please advise Camberwell. Otherwise any documentation that you have provided to us and the work product completed for you will be destroyed as we see fit.
- 23.2. Camberwell's records and retention policies and practices may not be synchronized with those of the Clients. Clients must alert Camberwell immediately to advise us of any concerns Clients have about what we retain in our records or destroy.
- 23.3. Absent written agreement with you to the contrary, we are free to retain or destroy the records we possess with respect to this engagement as we see fit, and Clients expressly accept the risks of this, including the factual risk of the document destruction, or the specific legal risk to them of not being able to conduct any litigation in the future, including all limitations risks, whether regarding third parties or E&O claims against Camberwell.
- 23.4. Clients should assume for the sake of their own planning that Camberwell will purge and confidentially destroy any materials left with Camberwell at any date after two (2) years of the completion of the work done for Clients.

## Other matters

24. The Camberwell House Privacy Policy outlines how the firm manages personal information about the Clients collected in the course of acting on their behalf. The Clients acknowledge:

- 24.1. receiving a copy of the Camberwell House Privacy Policy; *or*
- 24.2. that the [Camberwell House Privacy Policy](#) is available online.

25. The governing law of this contract is Ontario.

26. If the Clients terminate the Retainer Contract or change representatives they will immediately notify Camberwell in writing and will settle the account prior to demanding release of the file.





27. The Clients acknowledge that it is their obligation to:

- 27.1. read the Retainer Contract and read these Retainer Terms;
- 27.2. understand the contents of said Contract and Terms and ensure that Clients have no uncertainty, questions or concerns regarding its contents or, alternatively, to immediately notify Camberwell of any such questions or concerns regarding said Contract and Terms or other solicitor-client matters not addressed herein;
- 27.3. periodically check with the most recent version of the Retainer Terms found on the Camberwell website to see if there are any changes which they object to and wish to negotiate with Camberwell.

28. File Number: The Clients agree that Camberwell may change its internal designation(s) and/or file number(s) for their individual file(s), and further agree that the Retainer Contract and Retainer Terms continue to apply in full notwithstanding such change(s).

29. The Retainer Contract and these Retainer Terms constitute the whole solicitor-client and business contracts between Camberwell and Clients and there are no other terms and conditions which bind Camberwell.

30. Any amendments to the Retainer Contract between Camberwell and Clients must be in writing to be enforceable.

31. Camberwell retains the right to add to or otherwise change the Retainer Terms applicable to all clients without notice and without requiring Clients' agreement in writing to be enforceable.

32. Camberwell undertakes to use any discretion and authority granted to it in these Retainer Terms or in the Retainer Contract reasonably and in good faith.

[End of March, 2021 Retainer Terms]

