

Commercial Contract

LEGAL RETAINERSHIP CONTRACT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

HEAD OFFICE

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7
helpdesk@smeda.org.pk

REGIONAL OFFICE PUNJAB	REGIONAL OFFICE SINDH	REGIONAL OFFICE KPK	REGIONAL OFFICE BALOCHISTAN
3 rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 helpdesk.punjab@smeda.org.pk	5 th Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 helpdesk-khi@smeda.org.pk	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 helpdesk-pew@smeda.org.pk	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 helpdesk-qta@smeda.org.pk

January 2013

Legal Retainership Contract

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to service matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

Legal Retainership Contract

Pro-Gole (Right to do Business)

Legal Services, B&SDS

F1. LEGAL RETAINERSHIP CONTRACT

THIS AGREEMENT FOR LEGAL RETAINERSHIP (hereinafter referred to as the "Agreement") is made at Lahore this ____day of _____

BY AND BETWEEN:

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address]
CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Client", which expression shall, wherever the context so provides, include its heirs, assigns, nominees, agents and successors-in-interest)

AND

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address]
CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name] (hereinafter referred to as the "Lawyers", which expression shall, wherever the context so provides, include its assigns, nominees, agents and successors-in-interest)

(The Client and the Lawyers are hereinafter collectively referred to as the "Parties", and individually as the "Party".)

WHEREAS the Lawyers provide to their clients a wide range of legal services which include advising on legal issues, drafting and negotiating contracts, appearing in the courts and pleading cases (hereinafter referred to as the "Services").

Legal Retainership Contract

Pro-Gole (Right to do Business)

Legal Services, B&SDS

AND WHEREAS the Client requires, for its business, the Services being provided by the Lawyers.

AND WHEREAS the Lawyers have offered their Services, and the Client has accepted the Services of the Lawyers on a retainership basis.

AND WHEREAS the Parties now intend to put in writing, through this Agreement, the terms and conditions for the engagement of the Lawyers.

NOW THEREFORE the Parties have entered into this Agreement on the following terms and conditions:

1. It is agreed between the Parties that the Client shall retain the Lawyers, who shall render the Services as and when requested by the Client.
2. This Agreement shall continue until such time that either party terminates it as per Clause 6 hereof.
3. In consideration for retaining the Lawyers and for routine ordinary legal references (which do not require extended research or input), the Client shall pay to the Lawyers a sum of Rs. _____ (Rupees _____) (insert amount) per month (hereinafter referred to as the "Monthly Retainership Fee"), excluding all the other expenses which shall be charged at actual.
4. The Monthly Retainership Fee shall be paid on quarterly basis, in advance, on the first [insert number] day of the calendar month in which the payment for the quarter becomes due. All the other expenses incurred by the Lawyers on behalf of the Client in connection with the performance of the duties performed under this Agreement in the previous quarter shall be paid against quarterly billing.
5. The Monthly Retainership Fee shall not cover any out of the ordinary work, requiring extensive input and extended hours of the Lawyers and such additional work shall be billed in accordance with the prior consultation of the Lawyers with the Client.
6. Either Party may terminate this Agreement by giving [insert number] month's notice in writing to other Party.
7. At the termination of this Agreement, the Lawyers shall, subject to the settlement by the Client of any outstanding invoices of the Lawyers, return all documents, deeds or other papers of the Client which properly belong to it and for future reference ought to be kept in the office or with the Client.
8. The Lawyers shall not be entitled to appear against the Client in any proceedings in Courts or before any other Authority in which they have heretofore appeared on behalf of the Client or were expected to represent the Client during the continuity of this Agreement, even though this Agreement has been terminated or not renewed.

Legal Retainership Contract

Pro-Gole (Right to do Business)

Legal Services, B&SDS

IN WITNESS WHEREOF, the Parties have set their hands of this Agreement on the day and at the place mentioned hereinabove.

For and on behalf of the Client

For and on behalf of the Lawyers

Witnesses:

1. _____

2. _____

Name: _____

Name: _____

Address: _____

Address: _____
