

RETAINER AGREEMENT

Between:

Client:

Full Name/Company: _____

Registered Address: _____

Contact Email/Phone: _____

And:

Consultant:

Full Name/Company: _____

Registered Address: _____

Contact Email/Phone: _____

1. Appointment

The Client hereby retains the Consultant, and the Consultant agrees to provide the professional services described herein (the "Services") in accordance with the terms and conditions of this Agreement.

2. Term

This Agreement shall commence upon execution by both parties and shall continue until terminated by either party in accordance with this Agreement.

3. Scope of Services

The Consultant shall provide the Services as agreed in writing. The Consultant shall use reasonable skill, care, and diligence in the performance of the Services, in accordance with the standards expected of a competent professional in the Consultant's field.

4. Fees and Payment

The Client agrees to pay the Consultant the retainer fee of _____ GBP, payable upon execution of this Agreement. Additional fees shall be charged at the agreed rates for services rendered beyond the retainer scope. Invoices shall be payable within 14 days of receipt.

5. Expenses

The Client shall reimburse the Consultant for all reasonable and pre-approved expenses incurred in connection with the provision of the Services upon submission of appropriate documentation.

6. Confidentiality

Each party shall keep confidential all information obtained in the course of this Agreement and shall not disclose such information to any third party except as required by law or with the prior written consent of the other party.

7. Intellectual Property

All intellectual property rights in any materials produced by the Consultant in connection with the Services shall be the property of the Client upon full payment, except where otherwise agreed in writing.

8. Liability

The Consultant's liability to the Client arising out of or in connection with this Agreement shall be limited to the total amount of fees paid by the Client under this Agreement. The Consultant shall not be liable for any indirect or

consequential losses.

9. Termination

Either party may terminate this Agreement by providing 30 days' written notice to the other party. The Client shall pay for all Services performed and expenses incurred up to the date of termination.

10. Independent Contractor

The Consultant is engaged as an independent contractor. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or employment relationship.

11. Data Protection

Both parties shall comply with applicable data protection laws, including the UK GDPR, in relation to any personal data processed in connection with this Agreement.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, and representations.

13. Amendments

No amendment or variation of this Agreement shall be effective unless in writing and signed by both parties.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

15. Notices

Any notice required under this Agreement shall be in writing and delivered by hand, by pre-paid first-class post, or by email to the addresses specified above or such other addresses as the parties may notify.

16. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, or government restrictions.

17. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

CLIENT SIGNATURE

CONSULTANT SIGNATURE

Signature: _____

Signature: _____

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