

## **221. Costs agreement**

- (1) A legal practitioner may make a written agreement (a “**costs agreement**”) with any client of the legal practitioner in respect of the amount and manner of payment for the whole or any part or parts of any past or future services, fees, charges or disbursements in respect of business done or to be done by the legal practitioner, either by a gross sum or otherwise.
- (2) A costs agreement excludes any future claim of the legal practitioner in respect of any services, fees, charges or disbursements in relation to the conduct and completion of the business in reference to which the costs agreement is made, except services, fees, charges or disbursements excepted by the costs agreement.
- (3) A client who enters into a costs agreement is not entitled to recover from any other person, under any order, judgment, or agreement for the payment of costs, any costs which are the subject of that agreement beyond the amount payable by the client to the legal practitioner under that agreement.
- (4) A costs agreement must not exempt a legal practitioner from liability for negligence.
- (5) Nothing in this section affects the operation of sections 230, 231, 232 or 234.