

Legal Aid Ontario

Contract for Legal Services / Retainer Agreement

You have opted to retain our firm with respect to all aspects of your family or child protection matter as your counsel of record. To ensure that there is no confusion about the scope of our retainer or about the work we will and will not be doing for you in relation to your case and have entered into the following Retainer Agreement. The specifics of our Retainer Agreement are as follows:

This agreement is between Shawyer Family Law, hereafter referred to as the “Lawyer,” or “Shawyer Family Law” and....., hereafter referred to as the “Client.”

1. **Nature of Case:** The Client consulted the Lawyer in the following matter:

- | | |
|--|---|
| <input type="checkbox"/> Custody | <input type="checkbox"/> Trial |
| <input type="checkbox"/> Access | <input type="checkbox"/> Enforcement of orders |
| <input type="checkbox"/> Child Support | <input type="checkbox"/> Appeal |
| <input type="checkbox"/> Spousal Support | <input type="checkbox"/> Practice and Procedure |
| <input type="checkbox"/> Property | <input type="checkbox"/> Divorce |

2. **Client Responsibilities and Control:** The Client will remain responsible in and in control of his/her own case at all times. This means that the Client will be responsible for understanding the issues, resolution options and potential consequences of those resolution options and consequences. In addition, the Client agrees to:
- a. Cooperate with the Lawyer or his/her office by complying with all reasonable requests for information in connection with the matter for which the Client is requesting services;
 - b. Inform the Lawyer of the specific parts of the case that the Client requests the Lawyer's assistance with;
 - c. Review and evaluate all information provided by the Lawyer;
 - d. Keep the Lawyer or his/her office advised of the Client's concerns and any information pertinent to the Client's case;
 - e. Provide the Lawyer with copies of all correspondence to and from the Client relevant to the case;
 - f. Notify the Lawyer of any pending negotiations, conferences, hearings, contractual or court imposed deadlines or litigation;

- g. Keep all documents related to the case in a file for review by the Lawyer;
- h. Sign all relevant papers, agreements or filings relative to the case;
- i. Immediately notify the Lawyer of any changes of work or home addresses, email addresses or telephone numbers of the Client;
- j. Immediately notify the Lawyer if the Client receives any new pleadings, motion, letters, or other documents from the other party, the other party's lawyer, any expert, appraiser, or evaluator hired by either party or appointed by the Court, or any documents from the Court, and provide the Lawyer with a copy of the item received, as well as the date it was received by the Client.
- k. In matters relating to child protection, to cooperate with the Children's Aid Society or any other Society involved in the client's matter or with the client's children;
- l. To be on time for all appointments and make arrangements in advance with anyone with whom you need to rearrange an appointment or meeting or event;
- m. The client acknowledges their obligations to Legal Aid Ontario which include, but are not limited to:

- If the Client's income or financial circumstances change, they must advise the Lawyer and Legal Aid Ontario immediately. **Be advised that the Lawyer is obligated, by law, to inform LAO of such changes.** In addition, the LAO Area Office will require the Client to be financially reassessed every three months. They may be able to do this by telephone and mail.
- If the Client's financial situation improves, the Client may be asked to pay regular contributions to LAO or place a lien in favour of LAO on any property you own. If the Client's financial situation gets worse, and the Client has been making payments to LAO, those payments may be reduced, postponed or excused altogether.
- The Lawyer is obligated to provide Legal Aid Ontario with respect to the status of the Client's current case and financial circumstances. As a result of that information, be advised Legal Aid may elect to extend or cancel the Client's Legal Aid Certificate based on their assessment of whether the use of public funds should be used to continue the Client's litigation.

3. **Scope of Services:** The Client requests the Lawyer to perform the services related to the family law issues identified **exclusively in the client's Legal Aid Certificate.**

The Client acknowledges the Lawyer is only able only to spend the amount of time that is authorized by LAO to do any work on their case. That includes such things as the

time they spend speaking with each other in person or on the telephone, the time we spend preparing court documents and letters, the time we spend negotiating on your behalf, and the time we spend at court.

The services that the Lawyer is allowed to help you with are set out in the Client's LAO certificate, as is the amount of time that Legal Aid will pay for services up to, but not including a trial.

If the Client needs to take their matter to trial, the Lawyer must first give the Area director of LAO an honest opinion as to your chance of success. The request may be granted or not.

The Client is also aware that the Lawyer will provide additional information to Legal Aid Ontario, as needed, to provide updates to Legal Aid Ontario regarding the client's circumstances and request additional authorizations to be added to the client's Legal Aid Certificate to assist the client with their case.

4. **Limitation of Lawyer's Responsibilities:** the Lawyer will perform the specific legal tasks identified on the client's Legal Aid Certificate consistent with the Lawyer's ethical and professional responsibilities, including observing strict confidentiality, and based on the information available to the Lawyer. In providing those services, the Client also agrees that the Lawyer **will not do the following:**

Sign papers on Client's behalf in the absence of the client's written instructions.

- Make decisions for the Client about any aspect of the case that are not procedural and uncontested.

The Lawyer will keep the Client informed about matters that arise and discuss with you any significant decisions the Client must make. The Lawyer will give you his best legal advice, **but the Client will make the final decisions**. Significant decisions may require the Client's written consent.

5. **No guarantee of success or time estimates:** The Lawyer will try our best for the Client and give the Client their best legal advice. However, litigation is a risk and the Client understands and acknowledges by signing this retainer agreement that Shawyer Family Law cannot guarantee a successful outcome and understand that any and all representations with respect to our opinion as to your chances of success, at any stage of this proceeding, do not under any circumstances constitute a guarantee.

In addition, it can take a number of years for family law matters to be settled by either trial or agreement. Factors which determine the time required include: your spouse's frankness and cooperation in disclosing information and producing documents, the need for evaluations of property, businesses and pensions, the need for interim applications to court, the number of documents involved, the degree of hostility between you and your spouse, the wait for an available court date (and the possibility that the court may be overbooked and your case postponed to a later date), and the availability of your spouse's lawyer. The Lawyer may have little or no ability to assist you with an early resolution of your legal matters, depending on the cause of the delay.

The Lawyer will keep you fully informed of all events as they develop in your case, but there may be periods of unavoidable delay. The Lawyer will do what her/she can to minimize this problem.

6. **Amendments:** The Client may request that the Lawyer provide additional services. If the Lawyer agrees to provide additional services, those additional services will be specifically listed in an amendment to this Agreement, and initialed and dated by both parties. The date that both the Lawyer and the Client initial any such list of additional services to be provided, will be the date on which the Lawyer becomes responsible for providing those additional services. If the Client wishes to obtain additional services from Lawyer/Shawyer Family Law a photocopy which clearly denotes which extra services are to be provided, signed and dated by both Lawyer/Shawyer Family Law and Client and attached to the amendment of this Agreement, shall qualify as an amendment.

7. **Solicitor of Record:** It is the intention of the Lawyer and the Client that the Lawyer shall only perform those services specifically requested of the Lawyer. In the event that any court requires the Lawyer, as solicitor of record for one or more authorized issues or tasks, to assume the responsibility for other tasks or issues reserved to the Client or a third party professional, the Lawyer may, at his/her sole discretion, elect to withdraw from representation, and the Client agrees to execute any Notice of Change in Representation forms reasonably requested by the Lawyer within 24 hours of such a request.

The Client understands that from time to time a law clerk, articling student or

another associate lawyer will do work on my behalf.

The Client also understands and acknowledges that they are only retaining Shawyer Family Law, and the lawyers employed therein, and no other lawyer or individual located at 504-3200 Dufferin Street, Toronto, Ontario.

8. **Method of Payment for Services:** Legal Aid Certificate Provided By Client

9. **Methods of Communication:** Although the Lawyer encourages the Client to use e-mail as the primary method of communicating with us, we remind the Client that for urgent contact, the telephone is preferable. Further, the Client can learn from the telephone whether the lawyer is in the office to help you that day, a feature not available through e-mail. And if the lawyer is not there, someone else in the firm may be able to help you.

Nonetheless, unless otherwise indicated in this agreement, **the primary communication between the Lawyer and the Client will occur via e-mail.**

The Lawyer will provide you with a copy of all correspondence, pleadings, court documents or any other key documents relating to the client's matter.

The Client acknowledges that the Lawyer may have to share relevant information about your case with your spouse's lawyer and the court. But unless the Lawyer needs to share this information as part of their work, all information provided to the Lawyer by the Client will be kept confidential, except in certain extreme circumstances

(including threats of harm to an specific individual or entity).

For further information, please see the attached **Shawyer Family Law Administrative Information Guide**.

10. **Costs:**

- a. The Client understands that if, at any step in the proceeding, the client is unsuccessful, the opposing party may seek an Order that the Client pay for his or her costs.
- b. In light of the foregoing, the Client acknowledges that despite being in receipt of Legal Aid they could be subject to cost consequences if they are unsuccessful at any step in the litigation.

11. **Discharge of Lawyer:** The Client may discharge the Lawyer at any time by written notice effective when received by the Lawyer. Unless specifically agreed by the Lawyer and the Client, the Lawyer will provide no further services after receipt of the notice.

Notwithstanding the discharge, the Client will have to make that request in writing to the LAO Area Office. The Area Director will only grant a change of solicitor in very unusual and extreme circumstances. Thus, the Client acknowledges that LAO may not grant the client's request to transfer his or her Certificate to another lawyer and may have to continue with the litigation as a self-represented party.

12. **Withdrawal of Lawyer:** The Lawyer may withdraw at any time as permitted under the *Rules of Professional Conduct* and the *Family Law Rules*. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following:

- a. The Client's Legal Aid Certificate is cancelled;
- b. The Client consents,
- c. The Client misleads the Lawyer in a material way;
- d. The client instructs the Lawyer to do something that is prohibited by the Lawyer's *Rules of Professional Conduct*;
- e. The Lawyer learns of a conflict of interest that would make it unethical for us to continue to act for you;
- f. The Client does not cooperate in a reasonable request from the Lawyer;
- g. The Client's conduct renders it unreasonably difficult for the Lawyer to carry out the employment effectively, and
- h. The Client fails to pay the Lawyer's fees or costs as required by his or her agreement with the Lawyer.

Notwithstanding the Lawyer's withdrawal, the Client will have to make that request in writing to the LAO Area Office. The Area Director will only grant a change of solicitor in very unusual and extreme circumstances. Thus, the Client acknowledges that LAO **may not** grant the client's request to transfer his or her Certificate to another lawyer and may have to continue with the litigation as a self-represented party.

At the termination of services under this agreement, the Lawyer will release promptly to the Client upon the Client's request, all of the Client's papers and property.

Finally, in the event that the Client's Legal Aid certificate is cancelled it is understood that the client will take steps to either reinstate the certificate or sign a Notice of Change in Representation indicating that the client has become self-represented. In the event that the client is unable to reinstate their Legal Aid Certificate or no longer qualifies for Legal Aid, the Client is free to consult Shawyer Family Law with respect to the possibility of retaining their firm privately.

13. Acknowledgment and Statement of Client's Understanding

I, the Client, acknowledge:

receipt of a copy of all of the documents that form part of this contract,
namely:

1. Administrative Information for New Clients
2. This Retainer

that I have carefully read and understood the two documents, namely, the Administrative Information for New Clients a as well as this retainer.

that this Retainer and Administrative Information for New Clients form the complete Agreement between me and the Lawyer. I hereby agree to retain you as my solicitor based on the policies and terms outlined in each of these three documents.

14. I, the Client, signify my agreement with the following statements by initialing each one:

a. _____ I have accurately described the nature of my case in Paragraph 1.

b. _____ I will be responsible for the conduct of my case and will be in control of my case at all times as described in Paragraph 2.

c. _____ The services the Lawyer/Shawyer Family Law has agreed to perform in my case are only identified in my Legal Aid Certificate.

d. _____ I understand and agree to the limitations on the scope of the Lawyer/Shawyer Family Law's responsibilities identified in Paragraph 4 and understand that the Lawyer/ Shawyer Family Law will not be responsible for my conduct in handling my case.

e. _____ I understand that any amendments to this Agreement

shall be in writing, as described in Paragraph 6.

f. _____ I understand that Shawyer Family Law cannot provide me with any guarantee of success as described in Paragraph 5.

g. I acknowledge that I have been advised by the Lawyer/Shawyer Family Law that I have the right to consult with another _____ independent solicitor to review this Agreement and to advise me on my rights as a client *before* I sign this Agreement.

15. **Effective Date of Agreement:** The effective date of this agreement will be the date when, having been executed by the Client, one copy of the agreement is received by the Lawyer and the Lawyer acknowledges the client's LAO Certificate. Once effective, this agreement will, however, apply to services provided by the Lawyer on this matter before its effective date.

16. **Advice Given**

I, the Client, acknowledge that I have been advised that:

any claims I may have to an equalization of net family property under the *Family Law Act* may be barred by the passage of time if I do not start court proceedings within 6 years of my separation from my spouse or within two years after a divorce or judgment of nullity, whichever is sooner.

I should consider revoking any existing will and make a new one now, and that when matters with my spouse are resolved, I should consider making a new one at that time.

I should consider changing beneficiary designations on my RRSPs and my life insurance policies, and to consider severing any joint tenancies that I hold with my spouse.

The foregoing is agreed to by:

DATE:

Witness

The Lawyer

DATE:

Witness

The Client