

## Legal Aid BC (also called Legal Services Society) Family Services Limited Representation Retainer Agreement

### Part 1 – What this agreement is about

Legal Aid BC (LABC) has sent you to see me on a **family limited representation** legal aid contract. I have agreed to provide you with legal services about:

*[insert the family legal issues here]*

---

The rules about what I can do for you and how much time I can spend on your case are described in the *LABC Tariffs* — [Family](#).

#### **My role as your lawyer**

- I will let you know what happens with your case.
- I will discuss all important decisions about the case with you.
- I will give you my best legal advice about what to do.
- When you make important decisions, I may put them in writing.
- I can only do my best job if I have your trust and know all the facts.

#### **Your role as my client**

- You must give me all the facts about your case and be totally honest with me.
- You must give me any documents I ask for.

#### **This agreement**

This agreement is different from the usual lawyer-client retainer agreement for several reasons:

- This agreement is for limited representation services only, not the usual range of services offered by a lawyer.
- My services to you will end after a maximum of 8 hours general preparation and 3 hours court attendance.
- I am not able to attend court with you, except for:
  - In Provincial Court, an uncontested hearing, speaking to a Consent Order, a Family Case Conference or a Family Management Conference;
  - In Supreme Court, a Judicial Case Conference.

I will determine how best to use the limited court attendance available.

**Legal assistance provided**

The following two sections describe what kind of legal help I will and will not provide.

**A. Services provided**

I **will** provide you with the following limited legal help:

- Advice about different ways to settle your dispute or other agencies that can help you
- Advice about your legal issues, rights, and responsibilities and procedures

I will also (note whether Yes or No is ticked next to each item below):

- |  |   |
|--|---|
| Yes <input type="checkbox"/> No <input type="checkbox"/> | review correspondence and court documents   |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | prepare the court documents we have agreed upon   |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | file the court documents we have agreed upon  |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | provide support to mediation  |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | help you prepare for a Family Case Conference, Family Management Conference, or a Judicial Case Conference, whichever applies to your situation |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | attend a Family Case Conference, Family Management Conference, or a Judicial Case Conference with you, whichever applies to your situation      |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | contact others for information and clarification  |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | provide legal research and analysis   |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | negotiate settlements or help you with negotiation  |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | draft separation agreements, minutes of settlement or consent orders  |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | review a proposed settlement  |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | provide independent legal advice about a negotiated or mediated settlement  |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | coach you to prepare for an interim application   |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | coach you to prepare for trial  |

Yes  No

communicate directly with the opposing party or the opposing party's lawyer

Yes  No

provide you with other services as follows:

---

If you later want me to provide services ticked "No" above, we will have to complete a new retainer letter before I will become responsible for providing those services.

### **B. Services not provided**

I **will not** provide assistance with matters that are not ticked "Yes" in section A above, or with matters that do not appear at all on the list above, including, but not limited to –

- Accepting service of court documents.
- Becoming your counsel of record (your lawyer in all matters).
- Representing you, speaking for you, appearing for you, or signing papers on your behalf.
- Providing services that are ticked "No" in section A, above.
- Making decisions for you about any aspect of the case.

## **Part 2 – How payments work**

Legal Aid BC (LABC) will pay my fees and my out-of-pocket expenses (called disbursements).

If you want more information about how these payments work, you can look at the [General Terms and Conditions](#) section of the *LABC Tariffs*. You will find all the rules about fees and disbursements there.

The number of hours I can work on your case on this legal aid contract is limited to a maximum of 8 hours general preparation and 3 hours court attendance.

If your financial circumstances change, both of us must let LABC know.

If you get money from a settlement or judgment while on a legal aid contract, you may have to pay LABC back for the fees and disbursements they have paid for you.

If you decide to hire me privately (called a private retainer agreement), we must get written permission from LABC to end the legal aid contract.

## **Part 3 — Dealing with each other**

I will try to return your telephone calls and respond to your emails or letters as quickly as

possible. I will not always be able to do that on the same day that you call. I am in court often. While I am representing a client in court, I devote my time to that client. This means I have less time to return other clients' calls or answer their emails or letters.

I remind you that all telephone calls and meetings are part of the total number of hours that I am allowed to spend on your case. This includes time I may need to prepare for our conversations.

To make sure you get the best value out of the services LABC is paying for, I will try to be as efficient as possible. I expect you to be efficient too. This means keeping our conversations focused on what is necessary to resolve your family problems. I will expect you to provide information and do some work as well.

If you have questions or need to provide me with additional information, I suggest that you write or email me. Or, if I am not available, speak to my assistant.

### **Best interests of the child**

The law says that decisions about the children must be made considering only the best interests of the child. I will be reminding you about this and will help you reach an outcome in your case that is best for any children involved.

### **Ending the relationship**

#### **By you —**

You can decide that you do not want me to represent you during this contract. If you make that decision, you must let me know by writing me a letter or note. You should know that LABC will approve a change of lawyers only if they think you have a good reason for asking for a different lawyer. If they do not approve a contract to another lawyer, you may end up without a lawyer.

#### **By me —**

I can stop being your lawyer at any time if I have a good reason. For example, I would stop representing a client who:

- misled me about the facts or did not tell me important facts,
- did not cooperate with me about any reasonable request, or
- asked me to do something unethical or illegal.

I would also have to stop acting for you if I learned of a conflict of interest that would make it unethical for me to represent you. The most common example of a conflict of interest is that I, or someone in my law firm, acted as a lawyer for your spouse in the past.

**Confidentiality**

As your lawyer, I have to share certain information about your case with your spouse’s lawyer and with the court. I will also share information with LABC that they need to manage the case and pay my fees and expenses. All other information you give me is confidential.

**No guarantee of outcome**

As your lawyer, I will try my best to give you my best legal advice. However, I cannot guarantee any particular outcome to your family law problems. Remember that these issues may involve uncertainties in the law, the facts, or the evidence.

**Part 4 – Signing this contract**

This contract contains our whole agreement about the legal aid contract and our relationship with each other.

Nothing in this agreement affects the Legal Aid Representation Services Contract that you signed when LABC approved your contract for me. That is a contract with LABC.

Please sign and date both copies and return one of them to me. Keep one for your records.

\_\_\_\_\_  
Signature of lawyer

\_\_\_\_\_  
Date

I have read this contract carefully and I agree with it.

\_\_\_\_\_  
Signature of client

\_\_\_\_\_  
Date