**PART 1 – THIS RETAINER AGREEMENT**

This Agreement will confirm that you have retained me to act on your behalf with respect to a family law issue on a legal aid certificate. I have agreed to provide you with legal services regarding your separation from \_\_\_\_\_\_\_\_.

### *Our role as your lawyer:*

* We will let you know what happens with your case;
* We will discuss all important decisions about the case with you;
* We will give you our best legal advice about how to proceed with your file;
* We can only do our best work if we have your trust, collaboration and know all the important facts regarding your file.

***Your role as our client***

* You must give us all the facts about your case and be completely honest and transparent with us;
* You must give us any documents we require for your file;
* You must answer all our communications quickly.

**PART 2 – HOW PAYMENTS WORK**

*Legal Aid Ontario* will pay our fees and our out-of-pocket expenses (called disbursements).

If you want more information about how these payments work, you can look at the [*General Rules and Practices*](https://www.legalaid.on.ca/wp-content/uploads/Tariff_Manual.pdf)of the Legal Aid Tariffs and Billing Handbook. You will find all the rules about fees and disbursements there.

The number of hours we can work on your case on this legal aid certificate is set out in your legal aid certificate acknowledgment form (attached to this Agreement).

**Please note that we must obtain consent from legal aid prior to doing any additional work on your file once we are out of hours. We will therefore need to work together to maximize the hours on your certificate. On our hand, our firm will be responsible to work with legal aid in order to obtain as many hours as possible for your file, on your behalf. By initialing below, you acknowledge that you will do your part to maximize the time that we have.**

**\_\_\_\_\_\_**

initials

If your financial circumstances change and your income increases in a way that makes it that you may no longer qualify for legal aid, both of us have an obligation to inform *Legal Aid Ontario.* We must also inform legal aid if you receive a significant settlement or costs in your matter. It is possible that you may have to pay *Legal Aid Ontario* back for the fees and disbursements they have paid on your behalf.

Please note that *Legal Aid Ontario* may ask you to sign a contribution agreement or directives agreeing to reimbursing them with the settlements that you receive. They may also place a lean on your home. Please note that legal aid reviews these obligations on a case-a-case basis. Upon receipt from legal aid, we have an obligation to provide these documents to you for signature. If *Legal Aid Ontario* does not receive them, they can cancel your certificate and we will not be able to continue work on your file. All of these agreements are between you and legal aid and we invite you to inquire with them if you have more questions.

If you decide to hire us privately (this is called a private retainer agreement), we must get written permission from *Legal Aid Ontario* to end the legal aid certificate.

**PART 3 – DEALING WITH EACH OTHER**

We will try to return your telephone calls and respond to your emails or letters as quickly as possible.

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

To make sure you get the best value out of the services *Legal Aid Ontario* is paying for, we will try to be as efficient as possible. We expect you to be efficient too. This means keeping our conversations focused on what is necessary to resolve your family issues.

If you have questions or need to provide us with additional information, we suggest that you email the lawyer on your file or one of our team members.

**PART 4 – ENDING THE RELATIONSHIP**

*By the client*

You can decide that you do not want us to represent you any longer before your case is finished. If you make that decision, you must let us know by writing us a letter or an email. **You should know that *Legal Aid Ontario* will approve a change of lawyer only if they think you have a good reason for asking for a different lawyer.** If they do not approve a referral to another lawyer, you may end up without a lawyer and without a new certificate. Once you make this request, regardless of Legal Aid’s response, we have a professional obligation to remove ourselves from your file as there is a breakdown in the solicitor-client relationship.

*By the lawyer*

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

* Misled us about the facts or did not tell us important facts;
* Did not cooperate with us about any reasonable request;
* Did not respond to multiple attempts of communication when we require instructions (upcoming court appearance, communication from the other side…); or
* Asked us to do something unethical or illegal;
* There is a break-down in our solicitor-client relationship

We would also have to stop acting for you if we learned of a conflict of interest that would make it unethical for us to represent you. The most common example of a conflict of interest is that we (either the lawyer on your file or someone else in the firm), learns that we acted as a lawyer for your spouse in the past.

If we end our solicitor-client relationship, you hereby accept to sign and return to us a *Notice of Change in Representation* (if your matter is in court), without delay.

**PART 5 – CONFIDENTIALITY**

**5.1 Documents**

As your lawyer, we have to share certain information about your case with your spouse’s lawyer and with the court. We will also have to share information with *Legal Aid Ontario* that they need to manage the case and pay our fees and expenses.

All other information you give us is confidential unless we have your expressed or implied authorization to disclose, or if we are required to disclose by law. If you seek for us to discuss your file with others such as family members, support workers or Ontario Works representatives, you will need to sign a Direction & Authorization authorizing us to do so.

Additionnally, in the context of your matter, it is probable that an exchange of information (in particular financial disclosure) will take place. When you must provide disclosure to third parties, there is always a risk that this confidential information may be filed in court, which is part of the public domain. As such, your documents and information could become accessible to persons not directly connected to your matter - for example, persons such as accountants, court officers, investigators or any individual examining the court file.

For that reason, we ask you to remove, prior to providing us with any personal documents, all identifying information such as, but not limited to: social security numbers, bank account numbers (leaving only a few numbers apparent for identification purposes), or other information that could allow identify theft to occur by blacking out such identifying information. If you are unsure of the information that can or should be deleted, please contact our staff members.

Our office may store my documents and information related to your matter on a network-based computer service (“in the cloud”). Information stored in the cloud may be located in servers outside of Canada and, if so, may be subject to disclosure under foreign law.

**5.2 Communications**

We will use a variety of means of communication with you, including cell phones, virtual meetings (via Zoom or other platforms), e-mail and fax. Your execution of this Agreement authorizes us to communicate with or transmit documents to you or on your behalf by fax, cell phone, e-mail and cloud-base platforms (such as Dropbox, OneDrive or Google docs). You also acknowledge and accept the risk that these means of communication may not be secure. If you do not want us to communicate with you by either of the methods of communications listed above please advise us in writing of your request.

We will frequently communicate by e-mail. It is up to you to provide us with an e-mail address you consider sufficiently secure to receive confidential and/or privileged communications from us. We recommend avoiding using a work e-mail address, which is likely the property of your employer and may be accessible by other people.

Emails between us will include confidential and/or privileged information. By forwarding or copying emails to other people, you may be at risk of waiving privilege or disclosing confidential information. Waivers of privilege and disclosure of confidential information to others could hurt your case or harm your interests.

Communication via phone, emails and videoconferencing may be at risk of being intercepted as any other emails going through the web. This may result in my confidentiality being at risk.

Please note that we do not communicate with clients by text message or any other messaging apps. Any text messages or messages through messaging apps will not be answered.

**PART 6 – SIGNING THIS AGREEMENT**

This contract contains our whole agreement about the legal aid certificate and our relationship with each other. You understand that as your lawyer, we will give you our best legal advice. However, we cannot guarantee any particular outcome in your case. Remember that these issues may involve uncertainties in the law, the facts, or the evidence.

Nothing in this agreement affects the Legal Aid agreement that you have with *Legal Aid Ontario*.

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|  |  |  |
| Date |  | LAWYER’S NAME  Lawyer assigned to the file |

I have read this Retainer Agreement carefully and have received a copy. I understand this Agreement and I agree to be bound by its terms. I give you the authorization to accept my legal aid certificate upon return of this agreement.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Date |  | CLIENT’S NAME |
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