

Legal Aid BC (LABC) Family Services Retainer Agreement

Part 1 – What this agreement is about

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

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](#) and [Child Protection \(CFCSA\)](#) and also in the [LABC Tariffs Quick Reference](#).

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.

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 set out in Appendix A (attached to this agreement).

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.

When it is your turn to be in court, if that happens, I will devote my time to you and your case.

I remind you that all communications including telephone calls, emails, text messages 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.

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 before your case is finished. 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

Appendix A

Family Tariff

Family - standard contract	Hours up to...	Authorization Required?
General preparation	35	
Extended Services – General preparation	25	Yes
Preparation for Supreme Court	10	
Extended Family Services – Preparation for Supreme Court	15	Yes
Preparation for out-of-court dispute resolution	10	
Preparation for issues related to matrimonial real property on reserve	10	
Attendance for out-of-court dispute resolution	15	
Attendance for court processes	Actual time	
Indigenous client support	2	
Travel (per half day)	Pursuant to Tariff	Yes

CFCSA Tariff

	Hours up to...	Authorization required?
General preparation	20	
Extended CFCSA Services – General preparation	20	Yes
Preparation for section 54.01 or CCO hearing	6	
Attendance for court processes	Actual time	
Additional preparation for lengthy hearings	½ hour per hour of hearing time	
Preparation for mediation and/or consensual dispute resolution	10	
Attendance for mediation and/or consensual dispute resolution	Actual time	
Additional preparation if an FLA application is required	7	
Collateral issues	4	
Indigenous client support	2 hours	
Travel (per half day)	Pursuant to Tariff	Yes