and

options

resolution

issues,

the

understanding

for

responsible

in control of his/her own case at all times. This means that the Client will be

**Client Responsibilities and Control:** TheClient will remain responsible for and

2.

potential

Divorce

Property

Practice and Procedure

complying

for their legal practices.

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was adapted from materials by the Jamal Family Law Professional Corporation.

This document can be found on LAWPRO’s Limited Scope Representation Resources page at practicepro.ca/LimitedScope. It

which the Client is requesting services;

reasonable requests for information in connection with the matter for

all

with

by

office

his/her

or

Lawyer

the

with

Cooperate

a.

Client agrees to:

consequences of those resolution options and consequences. In addition, the

You have opted to retain our firm based upon a service model that is limited in scope.

the “Client.”

“Starr Family Law” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as

This agreement is between Starr Family Law, hereafter referred to as the “Lawyer,” or

follows:

Limited Scope Retainer Agreement. The specifics of our limited scope retainer are as

(in the Superior Court of Justice, court file number), we have entered into the following

we will and will not be doing for you in relation to your case with [opposing party’s name]

To ensure that there is no confusion about the scope of our retainer or about the work

**Advice and Services**

**Contract for Legal Services / Retainer Agreement for Limited Legal**

Tel:(000) 000-0000 Fax: (000) 000-0000

Address

Law Firm LLP

Spousal Support

Appeal

Child Support

Enforcement of orders

Access

Trial

Custody

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

1.

h.

g.

Draft correspondence

Information about document preparation

i.

Communications with opposing counsel

f.

Review correspondence

Investigate facts;

l.

Assistance with drafting discovery or questioning requests

j.

Assistance with document preparation

Information about fact gathering, discovery or questioning

k.

the following services related to the family law issues identified above:

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.

3.

**Scope of Services:** TheClient requests the Lawyer to perform or *not to perform*

appraiser,

**(Indicate *Yes* or *No* in box)**

contractual or court imposed deadlines or litigation;

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,

a.

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,

motions, letters, or other documents from the other party, the other party’s

lawyer,

any

expert,

Advice about law and strategy related to an ongoing mediation,

negotiation or litigation

d.

Formulate strategy and tactics

e.

Procedural advice

b.

2

Advice on substantive rights and obligations

c.

Prepare the Client for court attendances (motions, conferences, trial)

hh.

gg.

Prepare summons to witness

Prepare client for mediation

ff.

ii.

Prepare client for negotiation

Draft or Analyze Offers to Settle/Settlement Proposals

cc.

dd.

Draft Requests for Information or Responses to Requests for Information

Enforce Orders

jj.

ee.

Review Endorsements and Draft orders and judgments

pp.

Contact Witnesses

oo.

Prepare client for questioning

Guidance and procedural information regarding filing and serving

qq.

Contact Expert Witnesses

Prepare client for capacity assessment

kk.

ll.

Prepare client for s. 30 assessment

nn.

Coaching on trial or negotiating techniques

bb.

mm.

Prepare client for involvement with the Office of the Children’s Lawyer

r.

Review transcripts

q.

Review court documents

evidence

Advice about negotiations and the preparation and presentation of

s.

Review documents obtained from others

n.

Assistance with computer support programs

m.

p.

Obtain court documents

t.

o.

Run computer support programs

documentation brief

Service and filing of your financial statement and supporting

z.

y.

brief

Preparation of your financial statement and supporting documentation

Draft Requests to Admit or Response to Requests to Admit

aa.

Draft motion materials (i.e. Notice of Motion, Affidavit, Factums)

v.

Assistance with drafting a Case Conference Brief

u.

Legal research and analysis

x.

Assistance with drafting a Trial Management Conference Brief,

3

w.

Assistance with drafting a Settlement Conference Brief

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4.

**Limitation of Lawyer’s Responsibilities:** theLawyer will perform the specific

legal tasks identified by the word ***“Yes”*** in paragraph 3 above, 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 agrees that the Lawyer **will not do the following***:*

Represent, speak for, appear for, or sign papers on Client’s behalf.

Represent,

xx.

Conduct questioning (written or oral)

speak for,

yy.

Other:

client

orders

while

discovery, negotiations, mediation or litigation are in progress.

Perform any services identified by the word “NO” in paragraph 3 above.

5.

**Amendments:**

The

restraining

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

initiated 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

Take any steps to prepare the Client’s case for trial.

appear

on

behalf

of

the

Client,

at

any

Court

attendance.

Make decisions for the Client about any aspect of the case.

Protect

the

Client’s

property

by

means

of

File and Serve Court Papers

ss.

Review and analysis of Client’s strategy for court attendances

tt.

documents

rr.

vv.

Assistance with substantive legal argument

ww.

Appear in court (only for specific attendances agreed upon in advance)

Advice about an appeal or the appeal process

uu.

4

Procedural assistance with an appeal

8.

behalf and that in such an event I will be billed for his or her time at his or her

time to time a law clerk or another associate lawyer will do work on my

I agree to retain you at an hourly rate of $XXXX and understand that from

a)

I, the Client, confirm that:

**Method of Payment for Services:**

respective rate per hour (as set out in the Billing Information for New Clients

contract for service for these additional services required by the court.

additional services. The Client also agrees to sign a new retainer agreement /

Client aggrees that she or he will be charged $\_\_\_\_\_\_\_\_ per hour for these

agreed to and listed in this contract as the services the lawyer is to perform, the

If the court requires the Lawyer or Firm to render services in addition to those

monies

your services.

disbursements, and such further amounts as you may require on account of

anticipated

meet

to

require

may

you

as

retainer

interim

and to deposit from time to time, as and when requested, such further

I agree to deposit with Starr Family Law in Trust the sum of $XXX as retainer

b)

Memorandum) and that all fees are subject to H.S.T.

enter into a new written Agreement setting forth that fact, and the Lawyers

requested.

make a court appearance in the Client’s case in order to perform the service

Some of those services may require the Lawyer to become solicitor of record or

Lawyer shall only perform those services specifically requested of the Lawyer.

**Solicitor of Record:** It is the intention of the Lawyer and the Client that the

7.

additional responsibilities in the Client’s case.

The

handling the entire case on the Client’s behalf, the Client and the Lawyer will

If the Client decides to retain the Lawyer as the Client’s Solicitor of Record for

6.

amendment of this Agreement, shall qualify as an amendment.

and dated by both Lawyer/ Starr Family Law and Client and attached to the

photocopy which clearly denotes which extra services are to be provided, signed

Client wishes to obtain additional services from Lawyer/ Starr Family Law a

Lawyer

hours of such a request.

Change in Representation forms reasonably requested by the Lawyer within 24

withdraw from representation, and the Client agrees to execute any Notice of

third party professional, the Lawyer may, at his/her sole discretion, elect to

assume the responsibility for other tasks or issues reserved to the Client or a

the Lawyer, as solicitor of record for one or more authorized issues or tasks, to

designated or the particular court attendance. In the event that any court requires

Lawyer to expand the scope of representation beyond the specific services

becoming solicitor of record for such purposes shall not authorize or require the

5

the

that

agree

specifically

Client

the

and

Lawyer

Client. If the Client chooses not to consent to the increased rate(s), the

a.

**Costs:**

9.

Family Law.

agreement by written notice effective when received by the Lawyer/ Starr

Client may terminate the Lawyer/Starr Family Law’s services under this

The Client will pay the Lawyer/Starr Family Law’s out-of-pocket costs

thirty days or more after written notice of the increase is provided to the

incurred under this agreement, but only with respect to services provided

Lawyer/ Starr Family Law’s fees, that increase may be applied to fees

Law increases the hourly rate(s) being charged to clients generally for the

I agree that if, while this agreement is in effect, the Lawyer/Starr Family

h)

Information for New Clients.

Billing

the

written notice effective when received by the Lawyer. Unless specifically agreed

**Discharge of Lawyer:** The Client may discharge the Lawyer at any time by

10.

**Client under this agreement.**

**about the total amount of the Lawyer’s fees to be incurred by the**

**The Client acknowledges that the Lawyer has made no promises**

in

advance consent.

advance costs to third parties on the Client’s behalf without the Client’s

be paid directly by the Client. The Lawyer/ Starr Family Law will not

including filing fees, investigation fees, questioning fees, and the like will

All costs payable to third parties in connection with the Client’s case

b.

costs, photocopy expense and postage.

incurred with this agreement, including long distance telephone and fax

disbursements will be incurred until the financial retainer is replenished in

that

agree

and

understand

I

g)

time spent on my behalf.

I understand that you will render accounts to me primarily on the basis of

f)

the amount requested.

payment

understand that no further work will be done on my behalf and no further

the work that needs to be done or disbursements that need to be incurred, I

When the retainer provided has been exhausted or is insufficient to cover

e)

I will replenish my retainer when requested to do so.

d)

the initial financial retainer is deposited and this document executed.

I understand that no work will be done and no disbursements incurred until

c)

be

out

set

are

which

rates

current

the-then

on

based

6

notwithstanding that the work may be ongoing. The amounts charged will

pursuant to the *Solicitors Act*. Each such account is deemed to be final

disbursements is due upon receipt of notice, and that interest will be charged

and

fees

for

accounts

my

of

**Acknowledgment and Statement of Client’s Understanding**

Administrative Information for New Clients (updated as at June 2014)

1.

namely:

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

I acknowledge:

2.

12.

upon the Client’s request, all of the the Client’s papers and property.

services under this agreement, the Lawyer will release promptly to the Client,

the Lawyer at the agreed rate for all services provided. At the termination of

Notwithstanding the Lawyer’s withdrawal, the Client will remain obligated to pay

policies and terms outlined in each of these three documents.

and the Lawyer. I hereby agree to retain you as my solicitor based on the

Information for New Clients form the complete Agreement between me

that this Retainer, Administrative Information for New Clients and Billing

New Clients as well as this retainer.

Administrative Information for New Clients and the Billing Information for

that I have carefully read and understood the two documents, namely, the

This Retainer

3.

Billing Information for New Clients (updated as at June 2014)

the

Rules.

Law

Family

the

and

Conduct

of Professional

Rules

The

under

**Withdrawal of Lawyer:** The Lawyer may withdraw at any time as permitted

11.

such discharge.

obligated to pay the Lawyer at the agreed rate for all services provided prior to

receipt of the notice. Notwithstanding the discharge, the Client will remain

by the Lawyer and the Client, the Lawyer will provide no further services after

c.

agreement with the Lawyer.

The Client fails to pay the Lawyer’s fees or costs as required by his or her

e.

carry out the employment effectively, and

The Client’s conduct renders it unreasonably difficult for the Lawyer to

d.

Lawyer’s Rules of Professional Conduct;

The client instructs the Lawyer to do something that is prohibited by the

7

The Client misleads the Lawyer in a material way;

b.

The Client consents,

a.

limited to, the following:

circumstances under which the Rules permit such withdrawal include, but are not

the

receives

Lawyer

the

and

Lawyer

the

by

received

date when, having been executed by the Client, one copy of the agreement is

**Effective Date of Agreement:** The effective date of this agreement will be the

14.

deposit

g.

on my rights as a client *before* I sign this Agreement.

independent solicitor to review this Agreement and to advise me

another

with

consult

to

right

the

time.

that

at

one

new

that when matters with my spouse are resolved, I should consider making a

I should consider revoking any existing will and make a new one now, and

years after a divorce or judgment of nullity, whichever is sooner.

proceedings within 6 years of my separation from my spouse or within two

*Family Law Act* may be barred by the passage of time if I do not start court

have

any claims I may have to an equalization of net family property under the

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

**Advice Given**

15.

provided by the Lawyer on this matter before its effective date.

Paragraph 8b. Once effective, this agreement will, however, apply to services

by

required

I understand and agree to the limitations on the scope of the

responsibility for all other aspects of my case.

c.

in my case are identified by the word “YES” in paragraph 3. I take

The services the Lawyer/Starr Family Law has agreed to perform

Lawyer/Starr Family Law’s responsibilities identified in Paragraph

control of my case at all times as described in Paragraph 2.

b.

I will be responsible for the conduct of my case and will be in

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

a.

I signify my agreement with the following statements by initialling each one:

13.

I

that

Law

Family

I acknowledge that I have been advised by the Lawyer/Starr

writing, as described in Paragraph 5.

f.

I understand that any amendments to this Agreement shall be in

8

in Paragraphs 8 and 9.

e.

I will pay the Lawyer/ Starr Family Law for services as described

responsible for my conduct in handling my case.

d.

4 and understand that the Lawyer/ Starr Family Law will not be

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

The Lawyer

DATE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

The Client

This document can be found on LAWPRO’s Limited Scope Representation Resources page at practicepro.ca/LimitedScope. It was adapted from

materials by the Jamal Family Law Professional Corporation.

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I wish for accounts to be sent to me by:

Law Firm LLP

Address

Tel:(000) 000-0000 Fax: (000) 000-0000

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.

Email only

Email and Mail

The foregoing is agreed to by:

DATE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_