



LAW OFFICE OF

**Matthew J.  
Van Den Hooven**

**Legal Aid BC Representation Agreement (the "Agreement")**

**Family law**

Dear Client (email@outlook.com):

**Re: Your family case**

**Part 1: My services**

The following are the legal services covered by this Agreement. This Agreement may be modified in writing by me with your consent. You requested me to provide legal services to you with respect to your family law issues. I agree to provide these services once this Agreement is signed and dated by both parties. **Please note that there are eight (8) boxes that must be marked or checked to complete this Agreement and that you must sign and date it at the end.**

The legal services, as permitted within the existing hours and limits of your Legal Aid BC contract and if you instruct me to proceed, which may be required are as follows:

1. assisting you in resolving issues related to:
  - a. family violence;
  - b. parenting issues; and,
  - c. child support (collectively the "Issues");
2. meeting with you in-person, by phone, or by video to determine the facts related to the Issues;
3. researching the law as it applies to the facts related to the Issues;
4. advising you with respect to these Issues;
5. assisting you with preparation for court including the preparation of a financial statement, affidavit, and/or other supporting documents as agreed to by Email related to the Issues;
6. representing you in court on these Issues; and,
7. reviewing and signing any orders made by the court for these Issues.

I will keep you informed about your case and discuss with you any significant decisions that you must make. I will give you my best legal advice, but you will make the final decisions. Significant decisions may require your written consent.

**I have not agreed to provide you with legal advice or legal services for any other matter or issues.**

**With respect to any other related or unrelated legal issues that are not specifically included in this Agreement, I advise you to consult with another lawyer that practices in that area. You have not noted any other legal issues. You have not requested or advised me to take legal action other than that outlined above. You can contact the Lawyer Referral Service, the Nanaimo Justice Access Centre, or another lawyer for assistance with any other legal issues. If any changes are required to this Agreement, then please let me know by email to [matthew@vandenhooven.ca](mailto:matthew@vandenhooven.ca) (my "Email").**

### **My contact information**

My contact information is as follows:

Email: [matthew@vandenhooven.ca](mailto:matthew@vandenhooven.ca) (preferred)

Toll free: 1-888-519-9001 (call and fax)

Phone (direct): 250-800-2008 (call, text, and fax)

Mobile: 250-802-6865 (call and text) (current clients only)

Mailing address: P.O. Box 16, Nanaimo, BC, V9R 5K4

Office address: 6573 Pelican Way, Nanaimo, BC

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

- I will let you know what happens with your case.
- I will discuss all important decisions about your case with you.

- I will give you my best legal advice to help you make important decisions.
- When you make important decisions, I may require Email confirmation.
- I can only provide you with the best legal advice if I have your confidence and know all the facts.

### Your role as my client

- You must provide me with all the facts about your case and be totally honest with me.
- You must provide me with any documents that I ask for or that are important to your case.

### Basic Service Terms

- I have read and agree to the Law Office of Matthew J. Van Den Hooven's Basic Service Terms found online at:***  
<https://www.vandehooven.ca/basicserVICETERMS.html>.

### Limitations

- I understand that the general limitation period for family law is two (2) years less a day from the date of separation or divorce and that, in special circumstances, an improperly resolved or unresolved family related issue of significant importance may be heard after the expiry of the general two (2) year limitation period.***

This is the end of Part 1.

## **Part 2: Fees, Expenses and Billing Arrangements**

### **My fees**

Legal Aid BC will cover my fees. If you wish to review your Legal Aid BC contract details including available hours (the "Contract"), then please Email me and request a copy of your Contract details at any time. It is important to assist me with the preparation of documents and provide me with any documents, evidence, or information that I request in a timely manner. This will help ensure that you have enough hours to resolve all the important Issues. If you run out of hours, then I may agree to request extended services for you, but you agree that I am not required to do so.

Legal Aid BC will pay my fees and my basic out-of-pocket expenses often called disbursements. If you wish to incur non-pre-approved expenses to assist you with your case, then I will submit a request for coverage to Legal Aid BC for pre-approval. You must submit this request to me by Email. If you do not have Email, then you will need to create an email address to do this. If Legal Aid BC does not pre-approve other expenses and/or you wish to pay for other expenses or other services that Legal Aid BC does not cover, then you must pay for these directly yourself.

If your financial circumstances change for better or worse, then please call or email Legal Aid BC and Email me to let me know as this may impact your Contract. If you get money from a settlement or judgment, then you may be required to pay Legal Aid BC back for the fees and disbursements they have paid to me for your case. For more information about your Contract and Legal Aid BC, please see:

<https://legalaid.bc.ca/>.

## **Legal expenses or disbursements**

Although Legal Aid BC covers the cost of the most common disbursements for legal aid clients, most Legal Aid BC clients incur a very small amount of additional expenses related to litigation during the process of preparation and due to attendance in court. You agree to pay all expenses that are not covered by Legal Aid BC. If you think that an expense is required for your case and you wish to incur and be reimbursed for that expense, then please Email me to request confirmation that the expense will be covered before incurring the expense. If I can confirm that an expense will be covered, then I will do so by Email and reimburse you once you provide me with the original receipt. I will incur most or all required expenses for you on your behalf and seek reimbursement from Legal Aid BC for those expenses through your Contract.

## **Invoicing**

Upon request by Email, invoices will be delivered to your primary email address from the "Law Office of Matthew J. Van Den Hooven <quickbooks@notification.intuit.com>". Invoices will not be emailed to you unless requested by Email.

***I understand that if I want to receive invoices that I must request that invoices be sent to me by Email otherwise only Legal Aid BC will receive copies of the invoices related to my file.***

This is the end of Part 2.

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

#### **Booking appointments**

If you need to speak with me or I ask you to book an appointment with me, then you must book an appointment online within one (1) business day unless otherwise specified in writing. You will receive email and/or text message confirmation of an appointment after it is booked.

***I understand that I must schedule all telephone, Zoom, Teams, and in-person appointments using your online booking system found at:***  
<https://www.vandehooven.ca/bookings.html>.

I will try to return your telephone calls or respond to your emails as quickly as possible, but I will not always be able to do so on the same day that you have left a message.

I remind you that I will bill your Contract for all time that I spend including telephone calls, emails, and meetings, including any time that I use to prepare for such communications and document them afterwards. In order to receive the most value for the services covered by your Contract, I will try to be as efficient as possible. In turn, I hope you will limit our communications in time and subject matter to those topics necessary to resolve your family related problems.

You will save time by using email to communicate as much as possible.

## **Ending the relationship**

### **By you**

You are free to end my services for any reason and at any time by Email or other written communication.

If you do, then you agree that your Contract will be billed for my fees and expenses up to the date of those services ending.

If you end the relationship, then you agree to ensure that your contact information is complete and up to date with the court, opposing counsel, and other involved parties after I withdraw from the file.

### **By me**

I am free to withdraw my services at any time if I have one or more good reasons. If I withdraw my services, then I will notify you by Email. For example, I will likely withdraw my services if a client:

- misrepresented facts or failed to disclose important facts;
- did not cooperate with me in any reasonable request;
- becomes verbally abusive or otherwise behaves inappropriately;
- asks me to do something unethical or illegal; or,
- does not have sufficient hours remaining in their Contract.



I must withdraw my services if I learn of or discover a conflict of interest that would make it unethical for me to continue to act for you. A conflict of interest occurs when what is best for one of my clients somehow is not best for or hurts another of my clients. If I must withdraw my services for you because of a conflict of interest, then your Contract will be billed up to the time that I stopped acting for you.

If I end the relationship, then you agree to ensure that your contact information is complete and up to date with the court, opposing counsel, and other involved parties after I withdraw from the file although I will do my best to assist you with this.

***I will ensure that my contact information is always complete and up to date with you. I will rely on you to exercise your judgment when it is necessary and when it is advisable to share this information with others.***

**OR**

***I do not want to share my contact information with you, the court, opposing counsel, and/or other involved parties because I have a reasonable fear that harm or damage or loss will occur if my contact information is disclosed either to you or another party.***

### **Confidentiality and privilege**

As your lawyer, I must share relevant information about your case with your spouse or co-parent and/or their lawyer and the court. But unless I must and/or it is in your best interests to share information as part of my work, all the information that you provide to me will be kept confidential and privileged between us.

### **No guarantee of success**

I will do my best in acting for you and protect you and, if applicable, your children's best interests. I will provide you with my best legal advice. However, you understand that I cannot guarantee a successful outcome. Remember that these Issues may involve risks and uncertainties in the law, the facts, and the evidence.

To help you learn more about the law, I invite you to do some free case law research of your own and discuss it with me. If you wish to do so, then please see: <https://www.canlii.org/en/index.html>.

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

The law says that decisions about children must be made considering only the best interests of the child.

I will be reminding you about this and I will help you reach an outcome in your case that is best for any children involved.

***I will consider the best interests of any children involved in my case. If I disagree or do not follow your advice, then I agree to immediately and clearly outline my reasoning by Email as to why not following your advice is in any involved child(ren)'s best interests. I understand that if I fail to explain why your advice should not be followed that you may request a change of counsel for me and cease representing me.***

This is the end of Part 3.

#### **Part 4: Review of this Agreement**

For ninety (90) days after signing this Agreement or after our relationship has ended, you have the right to ask the court to review this Agreement to see if it is unfair or unreasonable. You have this right whether you or Legal Aid BC have paid my legal fees or expenses.

I invite you to ask another lawyer to review this Agreement, if you wish, to make sure that it is fair and reasonable. For help with finding a lawyer to review this Agreement or to assist you with other legal issues, please see: <http://www.accessprobono.ca/lawyer-referral-service>.

***I do not have any questions or concerns and if questions or concerns arise in the future, then I will submit these to you by Email.***

This is the end of Part 4.

**Part 5: Signing this Agreement**

This Agreement contains the whole agreement between you and I about my representation of you including my legal fees and expenses. It will not be changed unless you and I both agree to any changes in writing usually by way of an updated Agreement. It will legally bind anyone, such as heirs or legal representatives, who replaces either you or me, but it does not legally bind other lawyers who might later act for you if you decide to end our relationship.

**Note:** This Agreement can be signed in counterpart, but it is only effective after it is signed and dated by both you and I below.

\_\_\_\_\_  
Matthew J. Van Den Hooven, J.D.  
Barrister & Solicitor

\_\_\_\_\_  
Date

Please sign and date this Agreement. If you are signing this Agreement electronically, then a signed copy of this Agreement will be delivered to you and me automatically by email. Please retain this email and Agreement for your records. If there is anything that you want to discuss before signing, then please book an appointment online or send me an Email.

***I am satisfied with this Agreement.***

**OR**

***I am dissatisfied with this Agreement. I will follow up with you to attempt to resolve any dissatisfaction in a mutually agreeable manner by Email.***

By signing below, I acknowledge that I have read this Agreement carefully and I agree with it. And, I confirm that my preferred honourific and spelling of my legal name is correct on the first page above unless otherwise specified below:

\_\_\_\_\_.

\_\_\_\_\_  
Your signature

\_\_\_\_\_  
Date

Thank you for your business. I look forward to working with you or continuing to work with you.