

Agreement for Service

BACKGROUND

The Self-Represented Litigant's Society is a not-for-profit organization (Registered under the *Canada Not-for profit Corporations Act*) that is intended to be a legal support centre for self-represented litigants. The organization does not employ lawyers, paralegals or legal service providers although some of its staff, volunteers, agents or contractors may have extensive legal experience and legal training. As such, the Self-Represented Litigant's Society does **NOT** provide **legal advice** or **legal services** to individuals as defined within the meaning of the *Ontario Law Society Act, RSO 1990, c L.8* or in other jurisdictions.

This agreement is between myself _____ referred to further as ("Client") and *iRepMyself: Self-Represented Litigant's Society* and its employees, specified volunteers, agents, affiliates, contractors, directors and/or assignees referred to collectively further as ("SRLS").

CONFIDENTIALITY

1. The Client understands that the information SRLS receives from the Client is meant exclusively for the SRLS and should be treated as confidential in nature. The SRLS provides guarantee that it will treat all information received from the Client as confidential and private and intended for the SRLS only. The SRLS will attempt to protect this information and offers this guarantee within the best of its ability. The SRLS will retain strict adherence to generally accepted information retention practices and will only willingly break confidentiality between SRLS and the Client under the following specific purposes:
 - a. The SRLS has reasonable belief that the Client may be in physical danger;
 - b. The SRLS has reasonable belief that the Client may be a risk to personal safety of another individual;
 - c. The SRLS is served with a valid warrant from any police officer;
 - d. The SRLS receives written consent from the Client; or,

- e. If provincial privacy legislation in the SRLS jurisdiction allows for any other such breach of privacy.

LEGAL INFORMATION SERVICES

2. The Client acknowledges that the information it may receive from SRLS is legal information and is meant for informational purposes only. The Client understands and acknowledges that any indirect or informal ideas (ie. *"If I was in your shoes I would be thinking about this..."*) that the Client may interpret while in the course of exchange of information between Client and SRLS, is again for informational and educational purposes only, the opinion and/or thoughts of the person furnishing those thoughts and not meant to guide in any way, the Client into making any one legal choice over another (with respect to the Client's case). The Client acknowledges that legal information is just that, and that any information the Client receives from SRLS that may be helpful to the Client's case(s), shall be balanced against the Client's own belief about the best interest of the Client's case(s). The Client acknowledges that the SRLS will NOT be providing Legal Services or Legal Advice (as defined by the Ontario *Law Society Act*) to the Client at any time. The Client acknowledges that the SRLS will not provide Legal Services for the Client at any time with respect to the legal interests, rights or responsibilities of the Client unless such falls within an exception of the *Law Society Act*, for example s. 1 (8) of the *Law Society Act* states:

"...the following persons shall be deemed not to be practising law or providing legal services... 2. An employee or officer of a corporation who selects, drafts, completes or revises a document for the use of the corporation or to which the corporation is a party."

LIABILITY

3. The Client understands and acknowledges that at no point in its relationship with SRLS, is the Client legally obliged to receive any information from SRLS and that usage of ANY such legal information it may receive from SRLS is done so at the Client's own risk. Further, the Client agrees to fully release SRLS from any and

- all liability for the Client's usage of any such legal information in the Client's personal life or involved in the Client's case(s).
4. The Client releases the SRLS from any and all liability involving the Client's choices in the Client's legal case(s), except an action between the SRLS and the Client.
 5. The Client acknowledges that he/she/it is solely responsible for the choices/determinations/executions of any legal document(s) or whom and how to serve such document(s) in any case the Client may be involved in, before any adjudicative body and that he/she/it is responsible for the direction of any such legal case(s).
 6. The Client acknowledges and understands the difference/distinction between legal advice/legal services and legal support/legal coaching.
 7. The Client acknowledges and understands that at any point in its relationship with SRLS, he/she/it should, may and is encouraged from SRLS to obtain independent legal advice from a licensed legal service provider in the Client's jurisdiction. This legal advice may be in regard to legal information the Client may have received from any source, including SRLS, and may include how to apply such legal information specifically to the Client's case(s).
 8. The Client acknowledges and understands that in no way, shape or form does the SRLS represent individuals in any legal matter unless permitted by law (ie. By the execution of a POA or exceptions in the Law Society of Upper Canada's by-laws) and only if agreed upon separately in writing. If permitted by law, the SRLS *may* be permitted to act for the Client as agent or as *friend to the court* ("amicus curiae"). Despite being permitted by law in some circumstances to act as amicus curiae, the SRLS *may* still not be permitted to act as amicus curiae in some venues.

FEE FOR SERVICES

9. The Client acknowledges and accepts that fees may come due by the Client's usage of SRLS services unless otherwise stated by SRLS in writing. The rates for fees due, will be published in writing on the SRLS website (www.iRepMyself.com) and will be itemized in an invoice when due by SRLS.

From time to time, the SRLS may require payment of services upfront from a Client and may offer qualified individuals a fee waiver for SRLS services.

TERMINATION

10. The Client or SRLS may at any time, terminate this agreement, only in writing for any purpose. Despite the termination of this agreement, the Client may still remain a member of the SRLS subject to the by-law and/or policies of SRLS.

GOVERNING LAW

11. The Client acknowledges that this agreement is subject to the laws of the province of Ontario, Canada and that the Client is of sound mind and at least the age of majority in that province. The Client acknowledges that he/she/it has been given sufficient ability to consult with counsel before entering into this agreement and he/she/it is fully aware of the terms and conditions in this agreement and the bearing it may have on their own case.

CLIENT NAME (Printed): _____

DATE: _____

CLIENT SIGNATURE: _____

IF A CORPORATION (REPRESENTATIVE): _____

JURISDICTION: _____

WITNESS: _____

WITNESS (PRINTED NAME): _____

CLIENT PHONE: _____

SRLS INTAKE FORM

CLIENT HOME ADDRESS: _____

CLIENT EMPLOYER: _____

CLIENT EMPLOYER ADDRESS: _____

CLIENT EMPLOYER PHONE: _____

CURRENT CIRCUMSTANCES:

Represented: _____ (Yes or No)

Brief summary of Client's experience as self-represented litigant: _____

What type of case(s) is Client dealing with: _____

Confidence level of Client: (1-10 – 1 being least confident and 10 being most): _____

Area of support needed from SRLS: _____

Open to referral to legal service provider/lawyer/paralegal: _____ (Yes or No)

Current budget for legal matters: _____