



## **Standard Terms of Service** Effective June 20, 2017

As your lawyers, we will act on your behalf and do all such things that we deem necessary to best advance your interests. Our relationship is governed by the engagement letter (also called a “retainer agreement”) that you signed and these Standard Terms of Service (together, the “Agreement”). Please read both documents carefully. Where the terms of your engagement letter and these Standard Terms of Service conflict, the terms of the engagement letter will prevail.

We may revise this document from time-to-time. The current version of this Agreement is available at [www.munroelaw.ca/TOS.pdf](http://www.munroelaw.ca/TOS.pdf). The most recent version of these Standard Terms of Service will apply starting thirty days after it is posted to our website.

### **Legal Fees**

1. We charge for our services in one or more of the following ways:
  - hourly based on the time spent working on your file;
  - a flat fee that we quote in advance for specific, defined legal work; or
  - a contingency fee based on the amount of any settlement or court judgment.
2. We do not provide advice on tax law unless you request us to. If we provide advice on tax law, we reserve the right to charge an additional levy on our regular hourly rates.
3. We prioritise our file work based on the urgency of files. For matters of *extreme urgency*, we reserve the right to charge an additional levy on our regular hourly rates for the time spent attending to the extreme urgency. If your matter is of extreme urgency, please let us know immediately.
4. Our fees vary based upon the lawyer or staff member who performs the work. Unless otherwise stated, our hourly rates are detailed below:

Garrett Munroe	\$295 per hour	Paralegal	\$145 per hour
Sarah Lavrisa	\$225 per hour	Summer Students	\$100 per hour
Sarah Grewal	\$225 per hour	Legal Assistant	\$95 per hour

These rates are subject to change from time to time.

### **Deposit and Credit Policy**

5. In most circumstances, we will ask you to provide us with a deposit (also called a “retainer”) before we provide legal services to you. We will hold this deposit in our trust account and apply it towards our bills. Money held in trust will not be withdrawn without your approval unless and until we do work and bill you or a court orders us to disburse it.
6. Any amount left over at the end of our engagement will be returned to you. We will notify you if your deposit balance is low. If your deposit is exhausted, we reserve the right to stop working on your file until an adequate deposit balance is restored.
7. If you are instructing us on behalf of your own corporation, we may ask you to sign a personal guarantee to ensure that our bills are paid.

## **Billing and Account**

8. We bill you and accept payment in Canadian Dollars only.
9. We welcome the following forms of payment:
  - Cash
  - Debit/Interac
  - Certified Cheque, Bank Draft, or Money Order
  - Interac e-Transfer
  - Cheque\*
  - MasterCard and Visa\*\*

\*For cheques, we reserve the right to commence work only after payment has cleared.

\*\*We accept payments via credit card for most legal matters **to a maximum of \$1,500 per matter**. For credit card transactions above \$1,500 per matter, an approval from our Accounting and Finance Department is required. In some circumstances, we may ask that you reimburse our credit card processing fees for the amount over \$1,500.

10. You agree to pay all fees, disbursements, interest, taxes, or government levies resulting from legal services that we provide to you. Examples of disbursements include photocopying, printing, postage, courier, filing fees, court agent fees, mileage, and parking. You irrevocably assign to us the proceeds of any settlement, judgment, debt, or other amount that is owed to you in this matter or that we collect to the extent necessary to pay amounts owed to us pursuant to this Agreement.
11. We charge a \$50.00 administration fee if your cheque, certified cheque, bank draft or money order is returned unpaid.
12. We reserve the right to charge interest calculated from 30 days after the billing date on all amounts remaining unpaid after full payment is due. Interest will be charged at the periodic rate indicated on the bill but, in all circumstances, the amount of interest charged is not to be less than 2.0% per month (26.824% per annum).
13. You are deemed to have received our bill five-days after we mail it to you via regular mail or, if sent by e-mail, the day it is sent.
14. If you provide us with a deposit and request the return of the deposit before we provide legal services to you, we reserve the right to charge a \$75.00 administration fee plus the actual credit card processing and banking fees charged.
15. We will apply all payments first to all outstanding interest owed, then to the principal balances of outstanding bills from the oldest bill to the newest.
16. If your account is not paid as agreed, you agree to pay and indemnify us against all collection and legal fees and expenses of whatsoever nature incurred by us in order to collect any outstanding amounts that you owe to us. In the alternative and at our election, you agree to pay our collection and legal fees as special costs to be assessed by the Supreme Court of British Columbia.
17. You agree that we may collect your personal information, including your credit information, from credit reporting agencies and public and private bodies for the purposes of collecting the amounts that you owe to us.
18. If you disagree with our bill, you are welcome to contact the responsible lawyer at any time to discuss the bill. **We do not charge for billing inquiries.** In the event that you are unsatisfied with the outcome, you may request a free fee mediation with the Law Society of British Columbia. If you are unsatisfied with the outcome of mediation, you have a right to obtain an appointment in the Supreme Court of British Columbia to review it. An appointment must be obtained before the earlier of 12 months after the bill was

delivered to you and 3 months after the bill was paid. If you do not obtain an appointment within the allowed time period, you agree that our bill is accurate and reasonable and you will have no right to contest our bill. You agree that you will not, under any circumstances, initiate a credit card charge-back.

### **Conflicts of Interest**

19. **Except in the case where you have expressly agreed to a joint retainer, we do not represent clients whose matters may be adverse in interest.** We check for conflicts before providing legal services. You must notify us immediately of all parties with whom we may deal when providing legal services to you.
20. You consent to our representation of other clients who might be engaged in business activity that is in direct competition with you. **Subject to paragraph 20, we will not represent other clients in any direct legal dispute that they might currently have with you.**
21. If our engagement with you has completed or terminated, you expressly agree that we may represent other clients in a matter directly adverse to your interests provided that the matter is not the same as or directly related to the matter in which we previously represented you.

### **Electronic Records & Communications**

22. At our discretion, we will scan and store your files, records, and documents in electronic PDF format and, immediately after scanning, destroy all hard-copy (paper) files given to or received by us. **Unless you clearly instruct us otherwise, you hereby authorise and instruct us to scan and destroy these paper documents.**
23. Both of us agree that a digital signature shall be effective to prove assent to the terms of this Agreement. Both of us agree that the terms of this Agreement may be proved through an electronic facsimile, including a scanned electronic copy in PDF or other digital format, and that no original hard-copy document shall be retained by either of us to prove the terms of this Agreement.
24. We cannot guarantee that all communication and documents will always be received or that such communications and documents will always be virus-free. We make no warranties with respect to any electronic communications.
25. We make no warranties with respect to the security of any electronic communications, including email. You consent to electronic communications being sent via email and/or our client portal.
26. We use software and services that may be located wholly or partly outside of Canada. We do not warrant that your data will remain only in Canada. Different laws apply in other jurisdictions. You consent to the use of software and services that may result in your data being located in and subject to the laws of a foreign jurisdiction.

### **General**

27. We do not provide financial, tax, or business advice. We offer no guarantees of any nature as to success or outcome.
28. You will notify us of any change in your address or other contact information. If we are unable to reach you, you expressly agree:
  - (1) that we may employ a skip-tracer, collect your personal information, including your credit information, from credit reporting agencies and public and private bodies, and do all such other things that are necessary to locate you;
  - (2) to allow us to act and make decisions on your behalf as we deem appropriate in the circumstances; and

- (3) to indemnify us against the costs of all searches, acts, and decisions made pursuant to sub-sections 1 and 2 of this paragraph and to irrevocably release and save us harmless against any claims, penalties, or demands made in connection with such searches, act, or decisions.
29. We will, in our sole discretion, determine the composition of the legal team assigned to your legal matter. This team may include non-lawyers, articulated students, or both. Articled students are qualified to provide most services that a lawyer can provide but must work under the supervision of a lawyer. Your legal matter will always be overseen and resourced by a lawyer.
30. We may find it necessary to consult with or retain other professionals including other lawyers. You consent to other lawyers representing you if we enter into an agreement with them. If we retain another lawyer in your matter, we will not surcharge that lawyer's fee. The fee will be charged to you as a disbursement and you agree to pay this amount to us. We may, in our sole discretion, assign all or a portion this Agreement to another lawyer. Your relationship with other lawyers retained by us in your legal matter is governed by the terms of this Agreement.
31. Either of us may terminate this Agreement at any time if:
  - (1) either party is bankrupt or insolvent; or
  - (2) either party is in default with respect to a material term of this Agreement and fails to remedy such default within 15 calendar days after written notice is provided except where such default is due to a cause beyond the reasonable control of the defaulting party.
32. You may terminate this Agreement at any time and for any reason upon advance written notice to us. Should you terminate this Agreement, you agree to pay to us all amounts that are due as well as any expenses that are incidental to the termination of this Agreement.
33. Subject to our professional and ethical obligations, we may terminate our engagement or amend, supplement, or modify the terms of our engagement at any time and for any reason, including as a result of conflicts of interest or if our bills are not paid as agreed.
34. Upon termination of this Agreement for any reason:
  - (1) you will pay forthwith all outstanding fees, charges, disbursements, taxes, and interest owing at the date of termination, whether invoiced or not;
  - (2) we will, provided that your account is not overdue, return your records. We are under no obligation to retain any of your records and we are free to retain or destroy any of your records; and
  - (3) you agree that we will no longer represent you.
35. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, heirs, executors, administrators, and permitted assigns.
36. The failure of either party at any time to require performance of any provision of this Agreement shall not affect its right to require performance at any other time, nor shall the waiver by either party of a breach of any provision be a waiver of any succeeding breach or a waiver of the provision itself.
37. Each provision of this Agreement shall be interpreted in a manner such that the provision is enforceable to the fullest extent permitted by law. If any provision of this Agreement is declared illegal, void, or unenforceable for any reason, such provision shall be read-down or, if necessary, severed, and the balance of this Agreement shall continue to be in full force and effect.
38. Except for reviews of bills by the Supreme Court of British Columbia, pursuant to paragraph 17, you agree that individual arbitration will be the sole dispute resolution mechanism for all disputes, controversies or claims you bring in relation to this Agreement or relationship. Arbitration shall be conducted under the British Columbia International Commercial Arbitration Centre Rules for International Arbitration. The place of the arbitration shall be British Columbia, Canada by a panel of one neutral arbitrator.