



**The Law Society
of Manitoba**

INCORPORATED 1877 | INCORPORÉ EN 1877

CLIENT INTAKE

Practice Management

June 2025

TABLE OF CONTENTS

TABLE OF CONTENTS	1
CLIENT INTAKE	2
INITIAL CONTACT AND PRE-SCREENING.....	2
CONFLICT SEARCH.....	2
FIRST MEETING	3
CLIENT EXPECTATIONS.....	4
FEES.....	5
RED FLAGS.....	5
AUTOMATION/TECHNOLOGY.....	7
RETAINER AGREEMENT	7
FOLLOW UP	8
CONCLUSION	8
RESOURCES	8

CLIENT INTAKE

Client intake is the process of gathering information from a potential client, determining whether you will represent them, and if so, taking the steps to being retained so that your work together can begin.

INITIAL CONTACT AND PRE-SCREENING

A potential client may initially contact you by telephone, email or through your website. It is important to respond promptly. This shows the potential client that you are responsive, and that you care about them.

It is the beginning of a client-centered experience.

A potential client who has to wait several days for a call back will feel that you are not interested in them, don't care, or are too busy to give them the attention they want and need. By the time you respond several days later, they will feel insecure about you and your commitment and/or may already have found someone else to help them.

The initial contact is also the time to discover the nature of the potential client's matter, to ensure that it fits within your practice area. As well, you should be sure that you are competent to provide services in English or French as may be chosen by the client. (See *Code of Professional Conduct* ("Code") Rule 3.2-2B).

You may also wish to inquire whether the potential client qualifies for Legal Aid, if this is important to you.

If the matter is one you know you will not take on, refer the caller elsewhere.

CONFLICT SEARCH

Your first step is a conflict search (see Code Rule 3.4). Do not ask for (or allow the inquirer to tell you) any detailed information that may lead to you being conflicted out of continuing to act for an existing client. Explain to the potential client that you must conduct a conflict search *to ensure there are no professional obligations that would prevent you from taking on the matter*.

Obtain the names and other relevant information of all potential parties to the case. Be sure you search full names and other names used, the proper legal name and business name if a party is a corporation or other organization, and the names of the principals, persons

authorized to provide instructions, major shareholders etc. (See Code Rule 3.2-3 When The Client is an Organization).

Depending on the nature of the matter, you may also wish to gather information about other individuals who could be involved or relevant - such as former or new partners or significant others, adult children, or other caregivers - particularly in family matters where parenting or support is at issue. These individuals may be witnesses or otherwise connected to the legal issues in a meaningful way.

Assure the potential client that you will treat that information as confidential (see Code Rule 3.3-1 and Commentary [5]). Warn them not to give you any other detailed information about the matter.

Conduct the conflict search promptly, and once complete, let the potential client know if there is a conflict such that you cannot represent them. If the conflict search is clear, arrange to take the next step with the potential client.

For more information on conflicts and conflict searching, see [Conflicts of Interest](#) under Practice Management in the Education Center.

FIRST MEETING

You will need to obtain basic information about the client and their matter. You should have an intake form which can be completed prior to, or in the first meeting, whether in person or virtually. It is often more helpful to provide the form to the client, either directly or through your website, to be completed by them in advance, which will save time.

Having the information early will allow you to further consider whether the client is a good fit for your practice and whether you will have the time and skills to represent them effectively (see Code Rule 3.1-2 which discusses competency). You will ask more detailed questions and obtain more information in your meeting. You also should consider whether there are any red flags that should be explored.

The basic information in your intake form should include:

- names as set out above
- addresses and contact information for all parties
- other lawyers previously consulted or retained
 - reasons for seeking to change counsel
- any lawyer retained by the opposite party, if known
- nature of the matter – a general description of the matter, and the issues to be resolved

- information relevant to a limitation date, if any (dependent on nature of matter, adapt the intake form as appropriate)
- legal process, if applicable:
 - has a proceeding been commenced by either party
 - date of service upon each party
 - stage of proceedings
 - documents filed
 - steps already taken, orders granted
 - upcoming steps or hearings

Tailor the intake form to seek information that is relevant to the specific area of law.

CLIENT EXPECTATIONS

It is important to understand and manage client expectations. Setting boundaries at the outset will help avoid misunderstandings.

You should advise the potential client of your communication protocols, including how to reach you, your general availability, who they can speak to in your absence, and when they can expect a response. They should know, generally, at what stages you will contact them. The client should understand who else may work on their matters, such as colleagues, students or paralegals (see Code Rule 3.2-1 which discusses quality of service and effective and timely communication with clients). This information should be confirmed in writing, preferably in a retainer letter, further discussed below.

Clients must also understand that you will expect them to respond promptly when you request instructions and/or information.

Clients usually want to know “how long will this take?”. In most cases, the timeline will be unknown, but it should be possible to provide a general outline of the steps likely to be required and an estimate of the timeline for each stage. It is important to be realistic and to be clear that the timeline at each stage can vary and cannot be foreseen with certainty.

It is also crucial for the client to understand that their desired results cannot be guaranteed.

For more information, see Client Communications under [Practice Management](#) in the Education Center.

FEES

Clients also want to know “how much will this cost?”. You must not charge a fee or disbursement, including interest, unless it is fair and reasonable and has been disclosed in a timely fashion (see Code Rule 3.6-1).

You should discuss the fees and disbursements, and the interest (if any) that you will charge on unpaid accounts. This includes your hourly rate and when it may change, and that taxes and disbursements will be charged.

The client should be aware that they will be charged for the time you spend, (and that charges are usually in increments of 0.1 hours (6 minutes)), whether for telephone calls, emails, correspondence, meetings, reviewing matters, preparation for meetings and hearings, research, drafting documents and attending court.

It is important to be transparent about your fees. If you will charge on an hourly basis, explain to the client why you cannot predict the final cost of their matter.

If you have agreed to a flat fee, discuss what is included in the flat fee and what is not. If you will undertake the matter on a contingency, follow the rules for contingency agreements (see Code Rule 3.6-2).

Unless you have agreed to a flat fee, it is best not to quote estimated figures that the client will rely on and expect.

Your retainer agreement should clearly set out the fee arrangements you have made with the client.

RED FLAGS

A difficult client with a difficult case may have especially unrealistic expectations as to the likely results, time and cost. You may be better off declining to represent a client who waves a red flag. For example:

- **Unrealistic Expectations** – If the client expects a guaranteed result, a specific timeline, a certain cost, or believes that their file will be an easy win or a sure thing, they may be unwilling to recognize the risks and uncertainties that are always present. They may be dissatisfied with you no matter what you do.
- **You Are Not the First Counsel** - Consider how the last retainer ended. Did the client fire their previous lawyer and/or report them to the Law Society? Did the previous lawyer withdraw? Why? How many previous lawyers were engaged? A client who has had several lawyers before you might be a client who is unreasonably unwilling to accept the lawyer’s advice. Does the client have their file? A client whose file has a lien against it may be a client with a poor ability to pay. The absence of the file may cause you difficulty or delay.

- **Short Timeline** – Is there a looming limitation date? Is there a deadline for some filing, action or a scheduled court proceeding? Consider whether you can meet these needs in a timely way. (See Code Rule 3.2-1 Commentary [4]).
- **Hotly Contested Matter** – Check the Court Registry to see the steps already taken in court. Has either party initiated a multitude of proceedings? Could either party become a vexatious litigant or look unreasonable?
- **Client Withholds Information** – Is the client evasive or vague? Do they provide inconsistent information or seem to be hiding something?
- **Client Behaviour** – Are they rude or aggressive with your staff? Are they demanding or disrespectful? Are they overly emotional?
- **Client Capacity** – Are there concerns about the client’s capacity to instruct you? (See Code Rule 3.2-9).
- **Inability to Pay** – Clients who haggle over your hourly rate or retainer, or want an unrealistic payment plan may be clients who leave you with an uncollectable account. Have collection proceedings been taken against the client in the past? Have they declared bankruptcy? You should do all the pro bono work that you choose – but being forced to write off an uncollectable account will make you wish you had spent the time doing something else.
- **Frivolous or Emotional Claims** – Is the client driven by revenge or a desire to punish the other party? Is the client serious about pursuing the matter? A client who says that “it’s the principle” may be unwilling to consider practical outcomes, or conversely may lose interest when the fees escalate or the time extends.
- **Unethical Requests** – Does the client want to withhold or hide information from the other side? Do they ask you to take steps that bend the rules or are unethical? (See Code Rule 3.2-7 Dishonesty, Fraud by Client or Others).
- **Possibility of Money Laundering or Fraud** – Might the client be using you and your trust account for money laundering or fraud? (See [Anti-Money Laundering](#) under Professional Responsibilities in the Education Center).
- **Gut Feeling** – If you have a strong feeling that this is not the client for you, listen to yourself!

Should you conclude that this is not a file you can accept, be sure to send a non-engagement letter, discussed further below.

AUTOMATION/TECHNOLOGY

There are several legal client intake software products that can automate almost every aspect of client intake, from an initial inquiry through your website, to generating and sending intake forms for pre-screening, automatically populating your other client documents with the intake information, sending your retainer agreement, and initiating follow ups and reminders. Your involvement will still be necessary to determine if this is the client and matter you wish to undertake and that you are competent to do so.

Be mindful of your privacy obligations when using technology, especially in terms of how client information is collected and stored.

A fully automated approach may be acceptable to some clients, while others may prefer an approach with more personal elements.

RETAINER AGREEMENT

If you and the client agree to your representation, ensure that the client signs a retainer agreement, and provides a money retainer. (See Rule 5-45 re: accepting actual cash).

Unwillingness to provide a money retainer is a signal of future payment difficulties. Even a client who you will represent on a contingency basis should provide a retainer toward the disbursements which will be their responsibility.

A signed retainer agreement should be in place for every file, and should include:

- the matter or services for which you are being retained and the scope of services you will provide;
- your communication protocols;
- what you expect of the client;
- fee, billing and payment matters, which might include a requirement to replenish the retainer once it is spent;
- who is the client, and who will instruct you, particularly if the client is an organization;
- rules about joint retainers, if applicable (see Code Rules 3.4-4 through 3.4-9);
- how you or the client can end the relationship before the matter is complete (see Code Rule 3.7).

Be sure to modify your standard retainer letter as required, to accord with any other agreements made with each client.

If you decide you will not act, or if the potential client has not yet decided whether to retain you, you should confirm in writing that you have not been retained. This **non-engagement letter** will prevent the party from erroneously believing you will be providing services to

them. If there is a limitation period, you should include a warning in that regard, and a suggestion that they contact other counsel.

For more information on retainers and non-engagement letters, see [Retainers](#) under Practice Management in the Education Center.

FOLLOW UP

If the potential client wishes to consider whether to retain you, be sure they understand that you are not retained and that you will take no action until you are formally retained, and have received their signed engagement letter and retainer. **It may also be prudent to include a deadline for doing so, to avoid the possibility that the potential client complies months or years later, by which time the terms of your retainer may have changed, or you may be unwilling or unable to represent them.** You should set these points out again in writing in the non-engagement letter.

It is prudent to follow up with them if they have indicated an intention to retain you. Some potential clients may still mistakenly believe that you are taking some action on their behalf. A deadline might be missed, for example, if the potential client believes you have requested an extension of time while you wait for them to formally retain you.

Once you are formally retained, schedule a meeting with the client promptly so that your work together can begin.

CONCLUSION

Having an established intake process will help you select clients with whom you can work effectively. It aims to ensure that from the outset, your communications protocols, your fees, and the scope of your representation are clear, and that both you and the client understand and accept each other's expectations.

Obtaining sufficient information from the client initially, and confirming your discussions in a retainer agreement signed by the client will go a long way to avoiding misunderstandings.

RESOURCES

[Client Intake Decision-Making Checklist](#) - from the Law Society of Saskatchewan.

[Red Flags Quick Reference Guide](#) - red flags relating to money-laundering or fraud from the Federation of Law Societies of Canada.