



# CASTELO

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SOLICITORS

**CASTELO SOLICITORS**  
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## **CASTELO SOLICITORS LIMITED TERMS OF RETAINER**

### **1. Provider of Legal Services**

The provider of legal services, and the party entering into this contract with you, is Castelo Solicitors Ltd. The words 'we', 'are', 'us' and 'the firm' where used in these Terms are references to Castelo Solicitors Ltd.

### **2. Provision of Legal Services**

We will provide advice and legal services to you with reasonable skill and care and we acknowledge that (subject to the other exclusions and limitations in these terms) we will be liable to you for losses, damages, costs or expenses ("Losses") caused by our negligence or wilful default. Our responsibility shall only extend to the advice and services we provide on matters on which you have actually instructed us.

### **3. Personnel**

The person dealing with the matter will be Ana Afonso Martins, the director of Castelo Solicitors Ltd who is a qualified solicitor, Mediator and Notary Public.

We may at times use consultant solicitors to assist in your matter and we will fee share with them. You will not be charged any additional fees for this.

### **4. Reporting**

We will report to you on the progress of the matter from time to time, in accordance with your requirements. Copies of all documentation and correspondence will be forwarded to you, if appropriate, or if you so request.

### **5. Fees**

Fees are contained within the attached client care letter.

### **6. Invoice**

Unless otherwise specified in our letter of engagement, we will not raise our invoice until substantive completion of the matter, or determination of the retainer, or instructions to cease work for them.

Fees are payable within 30 days of invoice. We reserve the right to charge interest on overdue amounts. The annual interest rate will be 2% over the Barclays Bank base rate prevailing on the date that payment is due.

## **7. Disbursements**

Other than minor out-of-pocket expenses, we reserve the right to require payment in advance in respect of all disbursements to be incurred including but not limited to fees payable to Counsel.

## **8. Liability**

You agree that the agreement is between you and us, and no special duty is owed to you by any individual Director or employee of us. Any advice given to you by and individual Director or employee is done so on our behalf and not in their individual capacity. Each and every Director and employee of us will be entitled to enforce the benefit of the provisions of this clause under the Contracts (Rights of Third Parties) Act 1999.

We will be reliant upon you for the accuracy of the information and/or documentation you provide. We will not be liable to you for any Losses caused wholly or in part by the provision by you of false, misleading or incomplete information or documentation, or due to the acts or omissions of any persons other than us, or arising from any cause beyond our reasonable control. Where you have concerns which we are particular to you and not of general application, it is your responsibility to advise us.

Our aggregate liability, whether to you or any third party, of whatever nature, whether in contract, tort or otherwise for any Losses whatsoever and howsoever caused, arising from or in any way connected with each matter upon which we are instructed and/or advise on, shall not exceed £3,000,000.

Your rights in respect of any breach on our part of our retainer shall only be enforceable if notice in writing, giving all material details of any claim, shall have been given to us on or before the second anniversary of the date of the engagement.

Our liability, whether to you or any third party, in contract or tort, or under statute or otherwise, shall exclude any indirect or consequential economic loss or damage (including loss of profits) suffered by you or any third party arising from or in connection with the matter on which we are instructed, and/or advise on, however the indirect or consequential economic loss or damage is caused, including our negligence, but not our wilful default.

In the event that you are being advised by several professionals and a limitation of liability has been agreed in relation to one or more of them, you agree that our liability to you will not be increased due to the limitation of liability agreed by you with other advisors. Our liability to you under or in connection with our retainer shall be limited to that proportion of the total Losses (after taking into account your contributory negligence, if any) determined to be just and equitable having regard to the extent of our responsibility for the Losses in question.

Nothing in this retainer shall have the effect of restricting our liability in respect of any kind of loss, damage or liability which cannot or must not be excluded or limited under English law.

## **9. Termination**

If you wish to terminate our retainer prior to conclusion of the matter, such termination must be advised to us in writing, marked for the attention of the person dealing with the matter.

## **10. Regulatory Matters**

We are subject to regulation to prevent money laundering and accordingly:

- We operate procedures to identify new clients and record the evidence of identification obtained.
- We are unable to accept payments in cash of over £300.
- We may decline to accept instructions to send any funds to a third party.

## **11. Use of our Advice**

Any advice or report, whatever it's form, is given on the basis that it is for your information and benefit only and shall not be copied, referred to or disclosed, in whole or in part, without our prior written consent. Any advice, report or document given to you may only be used by you for the purpose for which it was intended.

## **12. Retention of Records**

When our services are complete, we will return to you any original documents and records obtained or made available to us which belong to you unless you specifically instruct us otherwise.

We will retain all correspondence, working papers and other records held by us for six years, after which time they will be destroyed (except for documents which we consider to be of continuing importance).

## **13. Third Parties**

Save as provided in the clause in these Terms headed 'Liability', no person who is not a party to the agreement between us will have the right to enforce any term of it under the Contracts (Right of Third Parties) Act 1999 (as amended from time to time) or otherwise.

## **14. Quality of Service**

Every effort will be made to comply with your instructions and to give you the best possible service. If you feel that for any reason we have failed to do so, please say so by first discussing it with the person handling the matter. If this does not resolve the matter, please ask for a copy of our Complaints Procedure.

If in the first instance this cannot be resolved by ourselves through our complaints procedure then you have the option to make a complaint to the Legal Ombudsman and/or apply to the Court for an assessment of our costs.

The Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there

was a concern. You must also refer your concerns to the Legal Ombudsman within six months of our final response to you.

The Legal Ombudsman's contact details are:

Telephone: 0300 555 0333

Minicom: 0300 555 1777

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Post: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ

## **15. Applicable Law**

The agreement between us will be governed by and construed in accordance with English law.