

TERMS OF BUSINESS



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All policies referred to in this document can be found on our website <https://castelosolicitors.com/>

1. Introduction

- 1.1 The purpose of these Terms of Business is to set out the basis on which Castelo Solicitors Limited will act for you.
- 1.2 These terms of business replace any other previous terms of business provided to you by us.
- 1.3 These terms of business will be effective on the earlier of (i) their receipt by you; (ii) when you instruct us to act for you.
- 1.4 You can access these terms of business by visiting our website.
- 1.5 These terms of business will apply to any instructions you give us. Your continuing instructions in this matter will amount to acceptance of these terms.
- 1.6 We may change these terms from time to time but if we do so we will notify you of any changes in writing.
- 1.7 Together with the Client Care Letter, they comprise the whole contract between you and us and no variation shall be binding unless in writing.
- 1.8 Where there is any conflict between these terms of business and any Client Care Letter we send to you, the Client Care Letter will prevail over these terms.

2. Instructions

- 2.1 The scope and the objectives of your instructions will be set out in the Client Care Letter. Any subsequent change will be discussed with you and, where appropriate, a new Client Care Letter will be issued. Our services are provided solely to you for the purpose set out in the Client Care Letter unless otherwise agreed.
- 2.2 Advice given by us is provided in regards to the instructions to which it relates and for your benefit only. It may not be used or relied upon for any other purpose or by any person other than you without our prior written consent.
- 2.3 Our advice will be based on the law in force at the time we advise you. Unless we have specifically agreed otherwise, we will not be obliged to notify you of any changes in the law following the date on which the original advice was given.
- 2.4 Where two or more of you have instructed us jointly, it is on the basis that either or any of you alone, has authority to give us instructions on behalf of the others unless you give us prior written instructions to the contrary.

3. Hours of Business

- 3.1 The normal hours of business are between 9.00 a.m. and 6.00 p.m. Our offices are open Monday – Friday.

4. Our Services

- 4.1 We shall provide legal services to you with reasonable skill and care.
- 4.2 The service will be provided to you by someone with the correct level of expertise for your individual matter. The fee earner may be assisted by trainee solicitors and paralegals and their involvement in your matter will be supervised by the fee earner. The person with overall responsibility for your matter will be notified to you in the Client Care Letter.
- 4.3 We may use third party providers to support the delivery of our services and our duty of care and skill will extend to the selection and terms of engagement with any such third party.

5. Charges, Expenses & Payment Arrangements

- 5.1 We may provide services on an hourly rate, fixed fee, or capped fee basis.
- 5.2 Your detailed funding and payment arrangements, charges and disbursements which may be incurred in your matter will be set out in your Client Care Letter.

6. Our Liability

- 6.1 We accept no liability for any failure to advise or comment on any matter which falls outside the scope of your instructions.

- 6.2 Except as expressly provided in the Client Care Letter and as set out in these business terms, we shall be liable only to you in connection with our services and not to any third country and no such third party will be entitled to enforce the terms of this agreement under the Contracts (Rights of Third Parties) Act 1999 (as may be amended).
- 6.3 We accept no liability for any event, loss, or situation unless it is one against which it is the express purpose of those instructions to provide protection.
- 6.4 We shall not be liable to you if we are unable to perform our services or if we fail to meet any of our obligations in respect to your instructions as a result of any cause beyond our reasonable control. For the avoidance of doubt these include the actions, omissions, errors, or deficiencies or any third party instructed by us. In the event of any such occurrence we will notify you as soon as reasonably practicable.
- 6.5 Our liability to you in connection with any matter will be limited to the extent permitted by law and having regard to the proportion of the loss or damage suffered by you which is just and equitable having regard to the extent of your own actions and responsibility and the contribution of any other person to the loss.
- 6.6 We currently carry professional indemnity insurance in the sum of £3 million. By instructing us, you agree that if we shall be liable to you, our liability in total, on any claim or linked series of claims shall not exceed the sum of £3 million.
- 6.7 If you do not consider this amount to be adequate and require a higher limit of indemnity, we may be able to purchase additional cover from our insurers, but this will be at an additional cost payable by you. If this is what you require, please notify us immediately in writing.

7. Your Responsibilities

- 7.1 You must tell us as soon as possible if any information previously given to us is incorrect, inaccurate, or incomplete. You must give us appropriate and correct information and instructions that allow us to advise you appropriately.
- 7.2 We may request additional information or documentation to allow us to carry out our services for you. You must provide to us the requested information or documentation in a timely manner and where deadlines are notified to you, by such deadline.
- 7.3 You must not ask us to work in an improper and unreasonable manner. You must not deliberately mislead us and must communicate and cooperate with us or anyone instructed to assist you in your matter.
- 7.4 You must inform the person responsible for your matter immediately if you become aware of a potential or actual conflict of interest.

8. Money Laundering Checks

- 8.1 We are obliged to take appropriate proof of identity of our clients in all cases (and sometimes people related to them). We will ask you for photographic ID preferably your passport and a document such as a utility bill to link you with your address. It is our practice to ask you to bring these documents in person. In certain privately funded cases, we may also wish to undertake an electronic search for which you may have to pay a nominal fee.
- 8.2 If you cannot provide us with the identification required, please contact us as soon as possible to discuss other ways of verifying your identity.

8.3 We are required to retain proof of your identity and address for at least five years after the business relationship ends, or transaction is completed to comply with the Money Laundering Regulations 2017. After this period, we delete personal data, unless we are required to retain records under an enactment or for the purposes of court proceedings, reasonable grounds for believing the records need to be retained for legal proceedings or explicit client consent. The primary purpose of these retention periods is to prevent money laundering and terrorist financing by having a clear audit trail. The records allow our firm to demonstrate to regulators that we have conducted proper customer due diligence and to reconstruct a transaction if needed. Any personal data received will only be processed for the purposes of the preventing money laundering or terrorist financing unless permitted by an enactment or consent.

8.4 We can only accept a maximum of £1000 in cash for the payment of our or a third party's charges or in connection with the transaction or settlement. If you avoid this policy by depositing cash directly to our bank we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

8.5 We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by law to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that the disclosure has been made. We may also have to stop working on your matter for a period of time and may not be able to tell you why.

9. Data Protection & Confidentiality

9.1 We place great emphasis on maintaining the highest standards of confidentiality. Your data (as defined in Privacy Policy) will be collected, used and shared in accordance with our Privacy Policy which can be found on our website.

9.2 Before we accept your instructions, we will ask you to sign a Client Privacy Notice.

9.3 In summary, we shall not disclose any confidential information which we obtain as a result of acting for you on your matter to any other person except:

9.3.1 As is reasonable and necessary for the purpose of carrying out your instructions;

9.3.2 As required to enable us to enforce our rights under the Client Care Letter;

9.3.3 As required in accordance to clause 9.3 of these terms of business;

9.3.4 As required by any regulatory, governmental, or other authority to which we are required to submit; and

9.3.5 As (subject to clause 8.4) permitted by you.

10. Regulation

10.1 We are authorised and regulated by the Solicitors' Regulation Authority ('SRA'). The SRA is the independent regulatory body of the Law Society of England and Wales, and operates within the regulatory framework of the Legal Services Act 2007 (and any subsequent amendments).

10.2 We are not authorised by the Financial Conduct Authority. We are therefore unable to advise you on investments and if you need such advice we may need to refer to you someone who is authorised to provide it.

10.3 We will not advise on tax issues and you should ensure that you consult with an appropriately qualified person outside this Company if you require advice on taxation.

11. Company Instruction

11.1 When accepting instructions to act on behalf of a company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee. In respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting for the company with immediate effect and will require immediate payment of our charges on an hourly basis.

11.2 Instructions are accepted from a limited company on condition that all the directors of the company are personally and jointly and severally liable for any sums due to us for costs and expenses.

12. Privately Funded Cases

12.1 This section 12 does not apply to legal aid cases.

12.2 You may have been introduced to us by a third party. Under the Solicitors' Regulation Authority rules, we must give you information about the arrangement we have with any such introducer for the payment to them of any referral fee.

12.3 Any payments due to us are due within 28 days of our sending you a bill.

12.4 In the event that you fail to pay our costs as above, we will be entitled to charge interest on such costs at the rate of 8% p.a. from the date that the bill has become due. Further where we are obliged to obtain a Judgement or court order to compel payment of our costs (together with interest), we will also be entitled to claim the costs of obtaining any such order and the costs of its enforcement.

12.5 If a third party undertakes responsibility for payment of some or all of our charges on your behalf and payment is not made in accordance to these terms, then you will be responsible for settling any outstanding amount when the payment becomes due. It is your responsibility to notify the paying party of these terms.

12.6 If your instructions are given to us by, or on behalf of, more than one person or company, each person or company for whom we are acting will be responsible for the payment of the full amount of our charges regardless of whether our bills are addressed only to one or some of such parties.

12.7 Any money received on your behalf will be held in our Firm's client account or if the money is to be held for a lengthy period of time it will be held in a Designated Deposit Account.

12.8 Any sums deposited in the practice's client account or designated deposit account will accrue interest. Interest will be calculated and paid to you at the rate from time to time payable on the relevant bank account (HSBC). The period for which interest will be paid will normally run from the date(s) on which funds are received by us, until the date(s) that either the cheque(s) are issued or until the electronic payment is processed. If the total amount of interest calculated over the course of a transaction is less than £50, no interest will be paid. Any interest payable to you, will be paid Gross as tax will not be deducted at source.

12.9 We bank with HSBC and have notified the bank that we deposit moneys from multiple clients into a single account. On this basis, we are advised that funds held on behalf of clients who are

individuals of small businesses are covered by the Financial Services Compensation Scheme (FSCS) in case of bank collapse, which is currently limited to £85,000 (or such other amount as may be enforced from time to time). Please note that if you also account with HSBC then the FSCS would, in calculating the £85,000 limit the moneys held in your name together with all funds belonging to you held in our client account. We will not be liable to any client for any moneys lost by virtue of a bank collapse, failure, or any similar event, nor will we be liable for any consequential loss arising from inability to withdraw such funds, other than may be prescribed bylaw or by the SRA.

12.10 We may apply amounts credited to your client account towards any outstanding fees, disbursements, or late payment interest charges we have applied.

13. Termination of Retainer and Document Storage

13.1 Subject to these terms and your Client Care Letter, you may terminate your instructions to us in writing at any time. Any specific arrangements on file transfer, document lien and charges applicable in such eventuality will be set out in your Client Care Letter.

13.2 In some circumstances, we may consider that we ought to stop acting for you, for example if you cannot or will not give clear or proper instructions on how to proceed or if it is clear that you have lost confidence in how the work has been carried out. We may also cease working for you if a conflict of interest arises, we are not receiving payment for our costs and/or if you are in material breach of these terms. We may also stop acting for you if continuing to act for you means we would be in breach of the SRA code of conduct. If we decide to stop acting, we will give you reasonable prior written notice with reasons for our decision in writing.

13.3 If we cease acting for you and if we are on the court record you must arrange for other solicitors to file Notice of Acting on your behalf or file a Notice of Acting in Person. If you fail to do so we shall rely upon this condition in applying to be removed from the record as acting for you.

13.4 Upon termination of your instructions, completion of your matter or if your matter is inactive for a reasonable period of time, we may proceed to close your file.

13.5 Once your file has been closed, we will keep your file of papers in storage for you. Details of the length of time we will store your file for will be given to you at the end of your case. We store files on the clear understanding that we have the authority to destroy it after the period notified to you.

13.6 The lawyer responsible for your matter shall ensure that clear and accurate records are kept of all of the enquiries undertaken, together with any supporting documentation or notes necessary to record our approach. We may be required to demonstrate why we approached things in a particular way at some point in the future, so it is essential that our approach and rationale is documented properly. We will retain such records for a minimum period of 5 years from the later of (a) the date your file is closed, or (b) the end of our client relationship with you.

13.7 If we retrieve papers or documents from storage in relation to continuing or new instructions we will not normally charge for such retrieval. However, we may make a charge based on time spent producing stored papers or documents to you or another and/or for reading correspondence or other work necessary to comply with your request.

14. Intellectual Property

14.1 We retain all copyright and other intellectual property rights in everything developed or prepared by us either before or during the course of a matter relating to you including all reports, letters, documents, precedents, written advice and/or other materials we provide to you.

15. Equality and Diversity

15.1 This firm is committed to promoting equality and diversity in all of its dealings with its clients, third parties and employees. Our Equality & Diversity policy can be found on our website. Please contact us if you could like a copy of our equality and diversity policy.

16. Communication & Complaints

16.1 We are committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or in the way in which your matter is being handled you should follow the complaints procedure as set out in your Client Care Letter.

16.2 We value our clients and their feedback and so it is important that you raise any concerns with us as soon as possible so that we can address your concerns as quickly and as effectively as possible. You must start your complaint by informing us first. If a resolution has not been achieved after eight weeks, you may refer your matter to the Legal Ombudsman within one year from the act/omission or within one year from when you should reasonably have known there was cause for complaint.

16.3 At the conclusion of our complaint's procedure, if you do not agree with our findings you are entitled to raise your complaint with the Legal Ombudsman details of which are below:

Tel: 0300 555 0333 and 0121 245 3050

Email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Address: PO Box 6806, Wolverhampton, WV1 9WJ

17. Electronic Communication

17.1 If we communicate with you via email, you understand and accept that there are certain risks associated with such communication. The internet is not a secure medium of communication and is vulnerable to illegal hacks or forms of interception and may also be subject to viruses or malware. You understand and accept that we will not be responsible for any loss or damage you sustain if we use this communication method. We also cannot accept responsibility for the accuracy or completeness of the content of our email or any attachment once it has left our server.

17.2 Due to the risk of fraud and cybercrime, we do not accept bank account details by email alone. Before any monies are transferred to you following completion of a transaction, we will contact you by telephone to verify that the bank details provided are accurate and relate to your account. Our Cyber Security Policy is available on our website.

17.3 We will be entitled to regard any email that you provide to us as secure and entitling us to communicate with you by using this email unless and until you notify us otherwise. It is therefore important that you notify us immediately if you do not wish us to use your email to communicate with you.

17.4 We accept no responsibility or liability for malicious or fraudulent emails purportedly coming from this our firm and it is your responsibility to ensure that any emails coming from this firm are genuine before relying on anything contained within them.

18. General

18.1 Any dispute or legal issues arising from our terms of business, whether contractual or non-contractual, will be governed by English law and will be submitted to the exclusive jurisdiction of the English Courts.

18.2 In the event of termination of our engagement for whatever reason and whether or no it is terminated by us, any of the terms which expressly or impliedly have effect after termination or expiration will continue to be enforceable notwithstanding termination or expiration.

18.3 If any part of these terms is held by the court to be illegal or unenforceable, then the remainder of these terms and the other conditions of this contract shall be enforceable notwithstanding such illegality.

18.4 Subject to regulatory approvals, we may transfer our rights under this agreement to any organisation within which our practice may continue in the future (and in such an instance you agree that our obligations under the contract will be assumed by such organisation). We will not otherwise transfer our rights unless we get your written permission first.

I, _____, confirm that I have read and understood these terms of business and agree to be bound by them.

Signature: _____

Date: _____