Hermes do Porto

Frequently asked questions

Alternative consultation format. The HTML version on the website is canonical and provides search, filters and interactive navigation.

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01. What types of companies do you advise?

Small and medium-sized businesses whose operations depend on contracts, ownership and succession, including industry, distribution, services, agribusiness, construction, logistics, franchising, real estate and technology. The criterion is not revenue, but concentration of legal risk.

02. Do you advise individuals?

Our focus is business law. Individuals are advised when the matter is directly connected to a company, an equity interest, business succession or business assets. We do not handle family matters without a business component.

03. How does an engagement begin?

It begins with an objective description of the situation, without sending confidential documents. We check conflicts, confirm whether the matter fits our practice and, when appropriate, schedule a diagnostic meeting with an agenda.

04. How much does it cost?

Fees depend on scope, complexity, timing and the professionals required. After the diagnostic stage, we provide a written proposal describing the work, responsible professionals and fees, with no obligation to proceed.

05. Do you guarantee results?

No. Legal work depends on facts, evidence, third-party decisions and risks that cannot be promised. We commit to method, clarity, deadlines, senior involvement and a reasoned recommendation.

06. When should a contract be reviewed?

Before signing, before a material renewal or when the actual operation no longer matches the document. The review should cover obligations, guarantees, exit, liability, dispute resolution and business continuity.

07. What should be done in the first days of a dispute?

Preserve documents and messages, build a timeline, avoid impulsive replies and record every deadline. Strategy should be defined before sending communications that may limit later options.

08. Is every arbitration clause appropriate?

No. Arbitration can work well for complex, higher-value contracts, but the institution, seat, language, number of arbitrators and allocation of costs must be proportionate to the transaction.

09. When should a shareholders’ agreement be signed?

Before a deadlock arises. It should address voting, authority, distributions, entry and exit, valuation, non-compete obligations, succession and deadlock mechanisms.

10. Is succession planning only about taxes?

No. Tax and asset structures matter, but continuity depends on governance, roles, entry criteria, decision-making authority and ways to address disagreements among family members and shareholders.