

# Terms and Conditions

## Table of Contents

<b>Terms and Conditions</b>	<b>1</b>
1. Introduction	1
2. Service standards	2
3. Responsibility for work carried out on your behalf	2
4. Charges and expenses	2
5. Financial benefits arising while acting for you	4
6. Invoices	5
7. Electronic mail (and other forms of electronic communication)	5
8. Data protection	5
9. Proof of identity	5
10. Confidentiality, money laundering, proceeds of crime and so on	6
11. Insurance and liability	7
12. Storage of papers and documents	7
13. Termination	7
14. Our service and complaints	7
15. Online access	8
16. Further instructions concerning other matters	8
17. Third parties	8
18. Law and jurisdiction	8
19. Other points	8

### 1. Introduction

- 1.1. The legal services that **TESO LAW** provides are regulated and authorised by the Legal Profession Act, Cap. 370A of the Laws of Barbados. These Terms and Conditions are set out to specify certain best practices. Their other purpose is to indicate to clients as clearly as possible the standard of service that they can expect from us, the amounts that we will charge for the work that we do and our methods of charging.
- 1.2. These Terms and Conditions do not affect statutory and common law rules that govern Attorneys-at-Law. However, if there is a conflict between the Terms and Conditions and such rules, the Terms and Conditions will prevail so far as it is possible for them to do so.
- 1.3. When the words 'we' and 'us' are used in these Terms and Conditions, they mean **TESO LAW**. This firm is legally registered for the practice of law in Barbados. Its registered office is situated at "Dormers" Prior Park, St. James, Barbados, W.I. BB23017.
- 1.4. These Terms and Conditions, any letter that we may send you confirming your instructions to us and any document referred to in that letter, together represent the Terms and Conditions of business on which we contract with you.
- 1.5. These Terms and Conditions may be updated or replaced and, the continuation of your instructions to us or our continued acting for you in any matter shall be deemed to be the acceptance of the same as so updated or replaced unless you indicate otherwise to us in writing.

## 2. Service standards

The following points indicate our general policy as to how we will provide legal services in relation to the matter for which you have instructed us. More specific aims are outlined in 'Our Service Standards' document.

- 2.1. *Use of plain English:* Our aim is to use plain, straightforward and non-technical language in our written and verbal communications. If documents and communications from other persons or organisations are not expressed in this type of language, we will clearly explain the meaning as far as it is reasonably possible to do so.
- 2.2. *Keeping you informed of what is happening:* On a regular basis or as set out in 'Our Service Standards' document accompanying these conditions, we will let you know what is happening with your matter.
- 2.3. *Explaining what we are doing for you:* We will let you know what legal and other work we are carrying out for you as your matter advances. We may do this in writing, by telephone or by email (or by other means such as using internet services and other such forms of ICT technology, subject to your agreement).
- 2.4. *Costs information:* We will let you know on a regular basis or as set out in 'Our Service Standards' document accompanying these conditions what your matter is costing you. If we are charging on a fixed fee basis, we will inform you as soon as it becomes apparent that the work we need to do is outside the scope of work to be carried out as stated in the letter which accompanies these Terms and Conditions. If we have provided an estimate as to the amount of work involved, we will inform you as soon as it becomes apparent that the work we need to do is outside the scope of work to be carried out as stated in the letter which accompanies these Terms and Conditions or the amount of time required to perform the work exceeds what we estimated and the reasons for this.
- 2.5. *Timescales:* We will provide you with information about how long each stage of the work that we are carrying out on your behalf is likely to take. We will also let you know whether there are or are likely to be any significant changes to timings that we have given.
- 2.6. *Informing you about the risks and benefits of your matter:* We will let you know whether the results that you are seeking or the goals that you wish to achieve are worth pursuing set against the amount that you will need to spend on legal fees (including our fees), other costs and any risks that you might face. We will keep you informed where there is a significant change in circumstances.
- 2.7. *Ways of funding your matter:* From time to time we will examine whether there are sources of funds to pay for the legal costs (and other costs) that must be paid to deal with your matter. However, this engagement is in no way based on a contingency arrangement of any kind.

## 3. Responsibility for work carried out on your behalf

- 3.1. The person who will carry out all or the majority of the work on your matter is shown on the letter that accompanies these Terms and Conditions.
- 3.2. In certain circumstances, it may be appropriate for some work to be carried out by other members of staff, such as other Attorneys-at-Law, paralegal, secretarial or support staff. This allows us to provide a more efficient service to you and also to charge you the appropriate amount for the work done. All work by paralegal, secretarial or support staff is performed under the supervision of an Attorney-at-Law.

## 4. Charges and expenses

### 4.1. How we charge

We charge for the work that we do in a number of possible ways:

- 4.1.1. you pay us a fixed amount;
- 4.1.2. we estimate the likely amount of our fees; or
- 4.1.3. our fees are based on the amount of time that we spend dealing with your matter.

Our method of charging in your case is specified in the letter which accompanies these Terms and Conditions.

### 4.2. Fixed fee arrangements

- 4.2.1. Where we agree to charge you a fixed fee, you must usually pay that fee regardless of whether your matter proceeds as expected or envisaged, or whether you achieve the result or objective that you wish. For example, if you are asking us to help you buy a property, but the proposed transaction does not complete (because the other side in the transaction does not sign the contract or you fail to obtain the funds to purchase the property), you must still pay us the fixed fee.
- 4.2.2. If we agree to work for a fixed fee, we make a number of assumptions or we specify the work that we will or will not do. Where the assumptions are no longer met or we need to do work outside the scope of that specified, it will be necessary to charge you more. We will then agree with you to charge either a further fixed fee or on a time basis (as described in paragraph 4.4 below); otherwise, the retainer will be terminated.
- 4.2.3. The assumptions that we make or the work that we specify we will do are set out in the letter which accompanies these Terms and Conditions (or in another document which is referred to in the letter).

#### 4.3. **Estimated cost arrangements**

- 4.3.1. Where we provide an estimate for our fees, the estimate is normally based on our view of the amount of work that is necessary to deal with a matter. We will make certain assumptions for this purpose. For example, if you are asking us to help you buy a property and you have a seller and a source of funds, we would then estimate the amount of work involved based on these factors to deal with the purchase of the property through to completion. If the seller refused to sign the contract or the source of funds was no longer available, more work than originally planned would probably be necessary to deal with a new seller or source of funds. This would make the amount of work required to conclude the matter exceed our estimate. The covering letter which accompanies these Terms and Conditions will set out the relevant assumptions where we are charging an estimated amount.
- 4.3.2. If the assumptions change or the estimated amount that we are charging is no longer realistic, we will inform you straightaway and discuss what the next steps will be. We will then agree with you to charge either a further fixed fee or on a time basis (as described in paragraph 4.4 below); otherwise, the retainer will be terminated.

#### 4.4. **Fees based on the amount of time that we spend dealing with your matter**

- 4.4.1. Where it has been agreed that we will charge you based on the time that we spend in dealing with your matter, our current hourly rates are:

Attorneys-at-Law	BBD <sup>1</sup>	\$250.00-
	350.00	

- 4.4.2. Routine letters or emails that we write and routine telephone calls that we make and receive may be charged as units of 1/10<sup>th</sup> of an hour. Routine letters or emails that we receive are charged at 1/20<sup>th</sup> of an hour. Other letters, emails and telephone calls are charged depending on the length of time that they take.
- 4.4.3. In January each year, we review our hourly rates. We will let you know the new rates.
- 4.4.4. In addition to the time that we spend, we take into account various other factors including the complexity of the issues involved in the matter, the speed at which action must be taken, the expertise or specialist knowledge that the matter requires and, if appropriate, the value of the property or subject matter involved. Our rates may be adjusted upwards if, for example, the matter becomes more complex than expected or must be carried out in an emergency or out of hours. In these circumstances, the increased rate will not exceed 20% above the usual hourly rate.
- 4.4.5. If you require more information or have a concern about our rates after an annual review, please do not hesitate to contact us.

#### 4.5. **VAT**

We are not required to add VAT (current rate 17.5%) to our charges at the rate that applies when we carry out the work.

---

<sup>1</sup> BBD \$1.00 = USD \$0.50

#### **4.6. Disbursements**

We charge a standard 2% sundry administrative charge for things like stationery costs. You must also pay for the expenses that we incur on your behalf (commonly called 'disbursements'). These include photocopying charges, courier costs, travel expenses, overseas telephone calls, facsimile charges and the costs of using the services of other professionals and persons (such as surveyors, accountants, other Attorneys-at-Law and other agents). Also payable may be fees to government, regulatory and other bodies (such as court fees, search fees, company searches and so on), charges to transfer funds by electronic or other means and banker's drafts. VAT may be normally payable on these items.

#### **4.7. Additional work**

If we need to carry out some unforeseen additional work, we will let you know about this (normally before we carry it out) and provide you with an estimate of the cost. This situation can arise because of unexpected difficulties, a change in your requirements or a change in circumstances during the course of the matter (such as an unexpected action or inaction by the other party or parties involved in the matter).

#### **4.8. Matter not concluded**

If your matter is not concluded, we will still charge for the time that we have spent and the disbursements and expenses that we have incurred on your behalf. You must still pay our charges and expenses.

#### **4.9. Money on account**

We will usually ask you to pay certain sums in advance of us carrying out work and incurring expenses on your behalf. From time to time, we will ask for further sums in advance during the course of the matter. We will offset such payments made in advance against the invoices that we send you from time to time and the final invoice. However, you should be aware that the total charges and expenses are likely to exceed the advance payments that you have made to us.

#### **4.10. Cheque clearance**

We reserve the right to clear any cheques or other forms of payment that you provide to us before carrying out work on any aspect of your matter.

#### **4.11. How we deal with payments**

- 4.11.1. You can pay us by cheque or by making a wire transfer payment. Our policy is not to accept any payment from you (or from a third party) in cash except that we are prepared to accept payments in cash from you up to a limit of BBD \$9,000.00.
- 4.11.2. If you make any cash payment directly or indirectly into our bank account to avoid the policy stated in paragraph 11.1, we may have to carry out investigations to determine the source of the funds. If this is the case, we may decide to charge you for carrying out the investigations.
- 4.11.3. If we need to make any payments to you, we will only do so by writing a cheque in your name or sending the money directly to a bank, credit union or other financial institution in your name. We will not make payments to third parties or in cash (whether to you or a third party).

### **5. Financial benefits arising while acting for you**

- 5.1. If we receive any financial benefit arising from the matter for which you are instructing us, our normal policy is to pay that financial benefit to you and to tell you how we became entitled to receive such a financial benefit. For example, we may receive a commission payment or a referral payment where a third party provides a service to you following a recommendation from us.
- 5.2. We will normally pay any financial benefit to you within 60 days of us receiving it or we will offset the amount that we receive against any amounts that you owe to us subject to your wishes and to when we receive the financial benefit. For example, if we receive the financial benefit after we have concluded providing services to you or the matter is completed but you still have not paid all that you owe to us, we

may decide to offset the financial benefit against what you owe us rather than give you the option of paying the financial benefit to you.

## **6. Invoices**

- 6.1. We will send you invoices for our charges and expenses on a regular basis during the course of the matter (usually every month). This will enable you to budget your costs. All invoices sent to you are statute bills unless otherwise stated.
- 6.2. You should pay our invoices on or within 30 days of receipt except where extended by agreement in writing. We will charge you interest at 5% per year as from 30 or more days of the date of the invoice. Interest is charged on a daily basis.
- 6.3. If you have any queries about any invoice that you receive, please contact us immediately.

## **7. Electronic mail (and other forms of electronic communication)**

Electronic mail and other forms of electronic communication (such as texting and voicemail) enable us to communicate more quickly with our clients (and also enable clients to correspond with us more quickly). However, not every client finds one or more of these methods of communication acceptable. Some have concerns about who might see the contents of such communications and not every client has systems in place to ensure that only the addressee of a form of electronic communication will see it. The letter which accompanies these Terms and Conditions allows you to indicate whether you agree to letting us communicate with you by email or other forms of electronic communication, although foregoing the latter may increase your costs.

## **8. Data protection**

- 8.1. You must supply us with information about yourself before we can provide you with legal services. Although the information is used primarily for the provision of legal services, it may also be used when we carry out tasks to support the legal services (such as administration, invoicing and keeping client records etc). While we are performing the legal services, we can also collect or retrieve information about you from third parties.
- 8.2. How we use this information depends on three factors:
  - 8.2.1. the instructions that you give us;
  - 8.2.2. the requirements of the Data Protection Act, 2019-29; and,
  - 8.2.3. the duty of confidentiality that we owe to you.
- 8.3. In particular circumstances, we may disclose the information that you have provided or that we have collected or received about you to other persons and organisations. For example, this information may be disclosed to:
  - 8.3.1. other suppliers of professional services, such as other lawyers, accountants and expert witnesses. For example, if we are helping you to negotiate a contract with a third party, a lawyer may be representing that party and we will need to disclose information about you to them during discussions about the contract;
  - 8.3.2. suppliers of administration, financial/banking and technical services. For example, some of the typing, document preparation and photocopying necessary to deal with your matter may be handled by a contractor that we use and not by our own staff;
  - 8.3.3. the courts and governmental and regulatory authorities (as regards regulatory authorities, please see paragraph 26.3 below). For example, if we are applying for a permit or a licence on your behalf, we must disclose relevant information about you to the organisation that is granting permission or issuing the licence; and
  - 8.3.4. organisations that regulate the legal profession.
- 8.4. You have the right to access any personal data that we hold about you.
- 8.5. On occasions, we would like to send you information that is not connected with the matter for which you instructed us. If you would prefer us not to contact you with such information, please let us know by email or in writing.

## **9. Proof of identity**

- 9.1. We are required by law to obtain satisfactory evidence of your identity (which can include people who are related to you). This is because criminals who want to launder money may use Attorneys-at-Law who handle and deal with money and property on behalf of clients.
- 9.2. To comply with our duties, we must have the evidence of your identity as soon as possible. If the letter accompanying these Terms and Conditions does not state that you have provided satisfactory evidence of your identity, please could you complete our 'Client Identification Form'. Also please supply the original of the documents listed in the Form.
- 9.3. In most cases, identification evidence will consist of the following two documents:
  - 9.3.1. two (2) forms of valid picture identification; and,
  - 9.3.2. a document (such as a utility bill or a bank statement) that shows your name and your current residential address and is dated no more than three months before the date on which we ask for the evidence of your identity.If you are a company or other type of organisation, each individual who will deal with us on your behalf (such as a director, a manager or an employee) must also complete our Form and provide evidence of their identity.
- 9.4. If you cannot supply the documents listed in paragraph 9.3 above, please contact us to discuss alternative ways that you can be identified.
- 9.5. In some cases, we may need to carry out checks or make searches with third parties to identify you properly. If we do so, we will charge you the related expense. This will be listed under the expenses section of your bill.
- 9.6. Where you cannot provide satisfactory evidence of your identity, we may not be able to:
  - 9.6.1. act for you; and/or
  - 9.6.2. receive any money from you; and/or
  - 9.6.3. pay any money to you or to a third party on your behalf.

#### **10. Confidentiality, money laundering, proceeds of crime and so on**

- 10.1. As Attorneys-at-Law, we have both a professional and a legal obligation to keep your affairs confidential. These obligations include not disclosing the information that you provide to us (except in the circumstances listed in paragraph 8 above and in this paragraph) or details about the legal services that we are providing to you.
- 10.2. These obligations of confidentiality are not absolute. In certain circumstances, we may have a duty under the law to make a disclosure to the relevant statutory agencies. This duty to make a disclosure will be triggered when we suspect or know that a transaction may involve money laundering or terrorist financing.
- 10.3. If we do make a disclosure to the relevant statutory agencies in connection with your matter, this is likely to mean that:
  - 10.3.1. we cannot tell you that a disclosure has been made;
  - 10.3.2. we must stop working on your matter for a period of time; and
  - 10.3.3. we cannot tell you why we have stopped working on your matter.
- 10.4. If you and another person jointly instruct us on a matter, you agree that there will be no confidentiality between you and the other joint client and that information you disclose to us can be shared with the other joint client. We can also share information that you provide in relation to a matter with a third party (such as an accountant or estate agent etc) who is helping with the matter, unless you instruct otherwise. You also permit us to disclose information about matters on which you instruct us to our insurers, auditors and the regulatory bodies governing the work of Attorneys-at-Law. We will only do so in confidence.
- 10.5. If a conflict of interest occurs (for example, where your interests' conflict with those of another joint client on the same matter or another client), we may have to stop acting for you. A conflict of interest can arise for a number of reasons. For example:
  - 10.5.1. if you do not wish to allow us to disclose information that you have provided to another joint client (such as where you are buying property with a mortgage and do not wish us to disclose certain information to the lender who is a joint client with you);

- 10.5.2. if you provide information to us which we must disclose to another client (in order to act in their best interests as well as yours) but you do not wish us to do so, or the other client provides information which we must disclose (in order to act in your best interest) but they do not wish us to do so; or
- 10.5.3. if another situation develops where it would be a breach of professional rules for us to act for both you and another client.

## **11. Insurance and liability**

- 11.1. We will not be liable for any loss, damage, costs or expenses of an indirect or consequential, special or exemplary nature, including without limitation any economic loss or other loss of turnover, profits, opportunities, business or goodwill.
- 11.2. We limit our liability as far as the law permits.
- 11.3. Please ask us for an explanation of the Terms and Conditions in this paragraph 11.

## **12. Storage of papers and documents**

- 12.1. We are entitled to keep all the papers and documents generated by us or received from you or other persons (including original documents) if some or any sums that you owe us have not been paid at the end of our work on the matter or after the termination of the retainer.
- 12.2. We normally keep papers for no more than seven years (except for those that you ask us to return to you). We keep the papers on the understanding that at the end of seven years after the date of the final invoice we sent to you, we have your express authority to destroy the papers. However, we will not destroy any papers that you have expressly asked us to deposit in safe custody.
- 12.3. We do not usually charge for retrieving papers or documents held in storage where you are providing continuing or new instructions. We may charge (based on the time that we spend in retrieving stored papers or documents) for producing them to you or to another person at your request.

## **13. Termination**

- 13.1. You can terminate your instructions to us in writing at any time. However, if you have not paid all the sums owing to us, we are entitled to keep your papers and documents until you do so.
- 13.2. During the course of the matter, you may come to believe that we should stop acting for you. This may be the case if, for example, you cannot give us clear or proper instructions on how we should proceed, or it has become apparent that you have lost confidence in the way that we are carrying out work on your behalf.
- 13.3. We will only stop acting for you when we have a good reason to do so; for example:
  - 13.3.1. if you do not pay one or more of our invoices;
  - 13.3.2. if you do not make an advance payment promptly when this has been requested;
  - 13.3.3. if you provide instructions that are unreasonable or would require us to breach a professional rule or a duty to the court or involve the commission of a criminal offence; or
  - 13.3.4. if there is a conflict of interest.
- 13.4. If we decide to stop acting for you, we will give you reasonable notice that this is what we plan. The precise length of the notice will depend on the circumstances.
- 13.5. If you decide that you no longer wish us to act for you, you must pay us for the time that we spend based on our hourly charges plus any expenses incurred up to the date of our ceasing to act for you.

## **14. Our service and complaints**

- 14.1. Our aim is to provide a service with which you will be satisfied. However, we do realise that on some occasions your expectations may not be met or that you may have a query or concern or simply be dissatisfied. You are entitled to complain about the services that we provide to you. We have a written procedure for handling complaints (see below). At the end of our complaints procedure, you have the right to make a complaint to the Disciplinary Committee of the Barbados Bar Association.
- 14.2. Our written complaints procedure is available from the sender of the letter which accompanies these Terms and Conditions.

- 14.3. Although our written complaints procedure sets out in detail how we handle complaints, as a first step we hope that you would raise any concerns or complaints with the person(s) named in the letter which accompanies these Terms and Conditions. If you cannot resolve the concerns or complaints to your satisfaction or do not wish to speak to the person(s) named, please contact the specified person who has overall responsibility for your matter.
- 14.4. If you are unhappy with or have a complaint about the amount that we have charged you, you can use the 'assessment' procedure in addition to our complaints procedure.

## **15. Online access**

- 15.1. Since we have agreed that you can access our online system(s) concerning your matter through our website, your login credentials must be kept safe, secure and secret.
- 15.2. If you have given permission for third parties to have access to the online system(s) concerning your matter, they will use separate login credentials. This will allow access to your account and will not enable them to see information about other matters on which you have instructed us although they will not be able to give us instructions.

## **16. Further instructions concerning other matters**

If you provide us with further instructions concerning other matters, these general Terms and Conditions will apply unless we agree otherwise.

## **17. Third parties**

- 17.1. This contract is not intended to, and does not, give any person who is not a party to it the right to enforce any of its provisions.
- 17.2. Only the person(s) named as our client or clients in the letter accompanying these Terms and Conditions can rely on any advice or assistance or other work that we provide. If any information given as part of our advice, assistance or other work is revealed to a third party by you (or by us), you must then inform the third party that we accept no responsibility for it.

## **18. Law and jurisdiction**

This agreement will be governed by and construed in accordance with the law of Barbados and each party agrees to submit to the exclusive jurisdiction of the courts of Barbados.

## **19. Other points**

### **19.1. Opening hours**

We are open on normal working days from 8.30 am to 4.30 pm. Outside of these opening hours, please leave a message on our confidential voicemail system or write to us at [legal@tesolaw.com](mailto:legal@tesolaw.com). Please note that we do not usually provide our services outside of the days and times stated above, except where we have made prior arrangements with you.

### **19.2. Outsourcing**

In order for us to deal with your matter promptly, we sometimes arrange for certain tasks to be carried out by persons not directly employed by us. The tasks usually consist of administrative or clerical work (such as typing, photocopying or filing). Where we do this, it will mean that the contents of your file (including information about yourself) must be provided to them in order to perform the tasks. We will always try to have a confidentiality agreement in place with such persons. If you do not wish us to have persons who are not directly employed carry out such tasks, please tell us as soon as possible.

### **19.3. Examination of our files and systems by third parties**

Sometimes we may need to let another organisation (such as the Financial Intelligence Unit (FUI), International Business Unit (IBU) or the Exchange Control Department within the Central Bank) examine or audit our systems and files, or to produce material to them. In this situation, they are under a duty to maintain confidentiality in relation to your files.