

TERMS &
CONDITIONS
OF BUSINESS



1. INTRODUCTION

- 1.1 The following standard terms and conditions of business outline our commitment to our clients and set out the respective rights and responsibilities.
- 1.2 Whenever the terms “we”, “us”, “our” or the “Firm” are used in these terms and conditions of business, they mean 8POINT LAW, a style which refers to The Law Office of Dr John Bonello (the “partner”) and his associates.
- 1.3 Continuing instructions will amount to acceptance of these terms and conditions.
- 1.4 As a boutique partnership, the Firm’s focus is on providing a personal touch through the provision of flexible, approachable services that put clients first at all times. We are committed towards providing high-quality, professional services within reasonable time-frames that are designed to meet clients’ ever-evolving legal and business requirements. As a result, our portfolio is extensive with a range of clients that includes global organisations, public agencies, as well as businesses and individuals with very unique requirements.
- 1.5 Our services are provided pursuant to the terms and conditions set out herein, unless such terms are altered by separate letter of engagement.
- 1.6 The partner and associates at the Firm are qualified and admitted to practise law in Malta. As such they are individually duly bound by the Code of Ethics and Conduct for Advocates published pursuant to the Commission for the Administration of Justice Act (Cap. 369 of the laws of Malta) (the “Code of Ethics”). A copy of the Code of Ethics may be obtained by following this link: <https://www.avukati.org/download/code-of-ethics/>

2. GENERAL PRINCIPLES OF ENGAGEMENT

- 2.1 Throughout the term of our engagement (the “Term”), we shall render services which shall be fair and reasonable.
- 2.2 In particular, our services shall have the following attributes:
 - (i) advice and documents shall be accurate, thorough and consistently oriented to the achievement of our client’s objectives;
 - (ii) services shall be delivered in a prompt and timely manner so as not to delay or impede our client’s objectives unnecessarily;
 - (iii) communications with client shall be conducted in a clear, business-like and cost-effective manner.
- 2.3 Meetings with clients to discuss the terms of engagement and performance shall be held whenever necessary.
- 2.4 The relationship shall remain between the partner and the client and services shall, in principle, be delivered by the partner. Certain duties or aspects of the services will be delegated to associates within the Firm. For the avoidance of doubt, in the event that certain duties or aspects of the services are assigned to other associates, these terms shall apply *mutatis mutandis* and any reference to the partner shall be construed as including a reference to his associates and/or the Firm.

3. IDENTITY OF CLIENT

- 3.1 We shall assume, unless otherwise instructed in writing that the person providing us with the initial instructions is the client. Our liability shall be solely to that person unless agreed otherwise in writing. Where we act for a corporate entity (such as a company or statutory body) we undertake no duty of care to any other person such as the directors or shareholder of that corporate entity.
- 3.2 We are required to confirm client's identity by means of identification documents which have a photograph (these may include passports, national identity cards, and driving licences). This is needed before any major step is taken, even if such documentation is not brought to us during the initial meeting. We will also be needing documentation to prove our client's present address (such proof may include utility bills).
- 3.3 Apart from conflict checks, we undertake due diligence measures and make our best efforts to keep information current and updated. They shall also provide us with certified copies of renewed identification documents from time to time.
- 3.4 There are strict rules requiring professional advisers to report proceeds of crime as well as any possible money laundering activities. The Prevention of Money Laundering Act (Cap. 373 of the laws of Malta) imposes obligations on us to obtain sufficient knowledge of clients, their identity, their business and the nature of funds passing through their accounts. We reserve the right to terminate our relationship if such information is not forthcoming from client, without prejudice to our right to claim any charges and expenses due up to that point.
- 3.5 Clients shall inform us promptly of any change in relation to:
- (a) Any primary contact;
 - (b) Their name, address, telephone numbers and email addresses; and
 - (c) Any significant change which we ought to be informed about in the context of our duty as professional advisers.

4. CONFLICT OF INTEREST

- 4.1 The Firm may be providing services to other clients whose interests a client might regard as conflicting with theirs. We cannot be certain that we will identify all such situations that exist or may develop in the course of our relationship and it is difficult to anticipate all situations that the client might perceive to constitute a conflict.
- 4.2 In order to minimise the risk of conflict, the client shall notify the Firm promptly of any actual or potential conflict or of any circumstances which may give rise to a conflict of which they are, or may become, aware.
- 4.3 When we become or are made aware of an actual or potential conflict or circumstances as aforesaid, and where we believe that the client's interests can be properly safeguarded, we will make a recommendation for a resolution of the situation. We shall discuss and agree procedures to be put in place in order to preserve confidentiality and to ensure that services rendered are objective and in line with the canons of professional ethics.
- 4.4 We shall continue to represent the client whenever permitted. In the event that we will be unable to continue to represent the client in any matter due to a conflict of interest, we shall assist the client in identifying and engaging an appropriate successor counsel and assist such counsel in acquiring familiarity with the matter.

5. COMMUNICATION

- 5.1 Unless otherwise instructed, we shall communicate with our clients via telephone communication and email.
- 5.2 We assume that our clients acknowledge that email communication is potentially susceptible to interception by third parties. We cannot accept responsibility for any corruption of information we communicate, or its disclosure to other parties, as a result of the interception. Nevertheless, we carry out regular virus checks and maintain firewalls in our internal systems. To the extent that we fulfil this obligation, we do not accept responsibility for any viruses that may enter our clients' system or data by electronic means. Finally, while we observe reasonable precautions, we do not guarantee the security of our systems.
- 5.3 We do not accept responsibility for any loss of rights or data as a consequence of client's failure to inform us of any changes.

6. DISCLOSURE

- 6.1 In any proceedings before the court, we have a duty not to give the court misleading information. Therefore, we would not be able to continue acting for clients who have relevant information they do not wish us to disclose.
- 6.2 In proceedings concerning financial matters, clients have a duty to fully disclose to us their financial circumstances for us to be able to assist them better and in order to prepare the appropriate documentation. Furthermore, clients will need to continue to keep us up to date with their financial circumstances during proceedings.
- 6.3 Money laundering regulations requires the Firm, under certain conditions, to report suspicious activity where we know or suspect that money or property is the subject of money laundering. In such circumstances, our obligation to report to the authorities will override any duty of secrecy that we owe you as our Client. Furthermore, we are not under any obligation to inform you about making such reports to the authorities.

7. FEES AND EXPENSES

- 7.1 Our charges are normally based on time spent but we may also take into account other factors such as speed, expertise, specialised knowledge, difficult or novelty, financial value and importance of the matter. In terms of law, fees for certain court proceedings and ancillary services are established in official tariffs.
- 7.2 We reserve the right to increase fees as of the 1st January of every year up to 5% of agreed fees or in line with the rate of inflation without notice. We will advise clients of any other changes as the need arises.
- 7.3 Unless a fee is agreed in advance, in assessing our fees we shall be guided by the Guidelines on Fees to be charged by Advocates for services rendered issued by the Chamber of Advocates from time to time.
- 7.4 Our charges are exclusive of Value Added Tax (VAT) which shall be at the applicable rate, as well as of disbursements. We advise clients on any major disbursements before they are incurred.
- 7.5 We usually request clients to provide money on account of fees and expenses. This will be credited against eventual fee notes.
- 7.6 We retain the right not to file any judicial act or take any action unless we are placed in funds in advance by the Client.

- 7.7 We will send fee notes on a regular basis while services are in progress. We are to be informed of any queries about our fee notes immediately.
- 7.8 If clients do not make a payment on account when requested or if a fee note remains unpaid beyond the allowed credit term, we reserve to suspend all work on their behalf. Such action shall be without prejudice to our right to claim payment for work undertaken before such suspension or to take legal action for the payment of our costs. Clients will be responsible for the consequences of the suspension of work, which may include the irrevocable loss of, or failure to obtain, rights.
- 7.9 Insofar as our letter of engagement, may upon acceptance constitute a fee agreement for the purposes of Tariff E of the Code of Organisation and Civil Procedure (Cap. 12 of the laws of Malta), clients may request the competent body mentioned in the said rule to revise the said fees within one month from date of acceptance.

8. LATE PAYMENT

- 8.1 Unless otherwise agreed, we expect our fee notes to be settled within 30 days.
- 8.2 We reserve the right to charge interest at the highest rate allowed by law on any amount which remains outstanding after this period has elapsed.
- 8.3 We also reserve the right to take legal action for such payment after being duly called upon to make such payments as well as to register clients' details with Creditinfo Malta Limited ("Creditinfo"). Such registration with Creditinfo shall be used by their customers/members, including banks to evaluate one's credit-worthiness.

9. OTHER PARTIES' CHARGES AND EXPENSES

- 9.1 Clients shall be responsible for our bills irrespective of the outcome of their case. Clients will also be responsible for paying the charges and expenses incurred in seeking to recover any costs if the court orders the other party to pay some or all of the costs.
- 9.2 Even if a client is successful in a court action, the other party may not be ordered to pay charges and expenses, or they may not be recovered in full.
- 9.3 In some circumstances, the Court may order the client to pay the other party's legal charges and expenses. This will be a cost in addition to our charges and expenses.

10. OVERSEAS TRAVEL

- 10.1 All client-related travel expenses (including flights, airport transfers, ferry tickets, business accommodation, taxi transportation, insurances and necessary related expenditure including for subsistence) will either incurred directly by the client when making the relevant reservations or invoiced by the Firm to client and paid ahead of travel.
- 10.2 No travel arrangements (including flights or hotel reservations) are to be made without our prior approval.
- 10.3 In the event that we would be requested to travel overseas in connection with client business, our fees shall be for a minimum of eight (8) hours *per diem* (including each travelling day) at charge-out rates in force from time to time.

11. LIMITATION OF LIABILITY

- 11.1 We warrant that our services will be provided with all reasonable skill and care within the normal standards expected of a law firm provided that we shall not accept any liability for damage sustained by clients for any failure to perform our services by reason of client's failure to meet their obligations set out herein.
- 11.2 The client shall save the partner, the Firm, their employees, servants and associates, harmless against any and all claims brought against them by any third party in connection with services rendered on client's behalf or on their account and undertakes to indemnify, defend and protect the partner, the Firm, their employees, servants and associates against any such claim.
- 11.3 Except in cases of fraud or wilful misconduct on the part of the partner, the Firm, their employees, servants and associates, their aggregate liability for any damages or losses in connection therewith shall in no case exceed five times the aggregate total fees paid in connection with the services. For the purposes of this clause, the term "damages or losses" shall be limited to the aggregate of all losses or damages (including interest thereon, if any) and costs suffered or incurred by the client in connection with services, including as a result of breach of contract, breach of statutory duty, tort (including negligence), fault or other act or omission. This provision shall survive any termination of client's instructions.

12. TERMINATION

- 12.1 The Firm may terminate instructions at any stage if:
- (i) We consider it inappropriate to continue acting for a client;
 - (ii) The client fails to pay fee notes or dues promptly;
 - (iii) The client does not accept our advice;
 - (iv) We are unable to obtain clear instructions.
- 12.2 If we cease to act, client will be liable to pay our charges for work done to the date of termination and arising out of it.

13. DATA PROTECTION

- 13.1 We are committed to protect the privacy and security of the personal information we receive in relation to our clients. In terms of the EU General Data Protection Regulation (Regulation (EU) 2016/679) and legislation implementing that Regulation in Malta, we are bound to inform our clients as to how we hold and use personal data. The Firm reserves the right to amend this notice at any time.
- 13.2 We will comply with our obligations under relevant data protection legislation which provide that the personal information we hold must be:
- (a) Used lawfully, fairly and in a transparent way;
 - (b) Collected only for valid purposes that we have explained to the data subject and not used in any way that is incompatible with those purposes;
 - (c) Relevant to the purposes we have told you about and limited only to those purposes;
 - (d) Accurate and kept up to date;
 - (e) Kept only as long as is necessary for the purposes we have told you about;
 - (f) Kept securely.

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- 13.3 In the course of our business, we may collect, store and use a wide range of personal data about clients, including:
- (a) Contact details such as name, address, telephone number and email address;
 - (b) Date of birth, gender and marital status;
 - (c) Information and documentation about their financial circumstances and that of family members;
 - (d) Information and documentation concerning their personal life and that of their family members.
- 13.4 The Firm collects personal information about individual clients through a number of ways:
- (a) Directly from clients as part of the process of taking instructions;
 - (b) Through third parties; and
 - (c) Through communication with others in litigation or other adversarial process.
- 13.5 The Firm uses the information primarily for the provision of legal services to its clients and for related purposes including:
- (a) Updating and enhancing client records;
 - (b) Analysis to help us manage our practice;
 - (c) Statutory returns;
 - (d) Legal and regulatory compliance.
- Our use of that information is subject to client instructions, data protection law and our duty of confidentiality. Some of the grounds for processing data will overlap and there will often be several grounds justifying our use of personal information.
- 13.6 in the course of our engagement, we may be required to pass on such information to third parties such as expert witnesses and other professional advisers, including sometimes advisers appointed by another party to the matter, as well as to other parties in litigation and the court. We may also give such information to third parties who perform services for us. Our practice may also be audited or checked by our accountants or the Financial Intelligence Analysis Unit (“FIAU”), or by other organisations. We do not normally copy such information to anyone outside this jurisdiction, but we may do so when the particular circumstances of your matter so require. All such third parties are required to maintain confidentiality in relation to your files.
- 13.7 We may receive personal data from clients for the purposes of our anti-money laundering checks. These will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with client’s express consent. We will retain such data for as long as is necessary for us to comply with our legal and regulatory obligations in this regard – usually no longer than five years. FIAU, relevant supervisory authorities or law enforcement agencies are entitled to demand that subject persons retain records, including personal data, for longer periods, where such extension is considered necessary for the purposes of the prevention, detection, analysis and investigation of money laundering or financing of terrorism activities.
- 13.8 We will only retain personal information for as long as is necessary to fulfil the purposes for which we collected it. To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of personal data, the purposes for which we process data and whether we can achieve those purposes through other means, and the applicable legal requirements.
- 13.9 If clients send us personal data about anyone other than themselves, clients will be ensuring that they have obtained any appropriate consents and notices in place to enable them to transfer that personal data to us, and so that we may use it for the purposes for which they provide it to us.
- 13.10 Individuals have right of access to the personal data that we hold about them. They may also in certain circumstances have the right to review, verify, correct or request erasure of personal information, object to the processing of personal data, request the restriction of processing of data or request that we transfer a copy of their personal information to another party.

- 13.11 If a client is unhappy with the information provided or have concerns about the way in which the Firm processes personal data, the client may in the first instance contact our personal data representative, and if the client remains dissatisfied then it would be appropriate to apply directly to the Information and Data Protection Commissioner for a decision. The Information and Data Protection Commissioner may be contacted at:

Level 2, Airways House
High Street,
Sliema SLM 1549,
Malta

Or via email: idpc.info@idpc.org.mt

14. COMPLAINTS

- 14.1 Queries or concerns about our work, including queries about the level of our charges, are to be brought to our attention at an early stage. They should be raised with the partner or associate dealing with the matter.
- 14.2 We will make our best endeavours to address complaints.
- 14.3 If the client believes that we are acting in breach of a specific clause of the Code of Ethics and are not satisfied with our response, they may file a complaint with the Committee for Advocates and Legal Procurators within the Commission for Administration of Justice. Penalties may be imposed if the complaint is proved unfounded and that it was the result of gross negligence, or malice, or was vexatious. Furthermore, we reserve the right to sue for damages suffered as a result of a complaint which is dismissed as unfounded.
- 14.4 The Committee may be contacted at:

The Secretary,
Committee for Advocates and Legal Procurators
Commission for Administration of Justice
The Palace, Valletta, Malta

15. PROPER LAW

- 15.1 Our relationship with clients shall be governed by, and these terms shall be construed in accordance with Maltese law.
- 15.2 Any dispute which may arise with regard to our services or the terms of our engagement shall be settled by reference to arbitration in Malta in accordance with the provisions of the Arbitration Act (Cap. 387 of the laws of Malta). The arbitral tribunal shall be composed of a single arbitrator and the parties reserve the amplest rights at law to appeal from the award or to request that the award be set-aside.
- 15.3 The preceding clause shall in no way prejudice or impair: (a) any right arising from any law in Malta for the client to refer any matter relative to the engagement to the Commission for the Administration of Justice; or (b) our right to enforce any claim for fees and other charges before any court of competent jurisdiction.



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