

The Gazette

TURKS & CAICOS ISLANDS

Published by Authority

VOL.172 NO.69

OCTOBER 8, 2021

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G.N. 919**NOTICE OF CAUTION**

Section 128 (1) of the Registered Land Ordinance

TO: MYLANDE ALFRED
Turks and Caicos Islands

TAKE NOTICE that an application has been received from Van's Auto Ltd of Providenciales, Turks and Caicos Islands to enter a Caution against the below mentioned property:-

BLOCK: 61111
PARCEL: 28
SECTION: Long Bay Hills
ISLAND: Providenciales

This notice is published as a Supplement to this Gazette.

Dated this 17th day of September, 2021

TONI-ANN FOSTER (MS.)
REGISTRAR OF LANDS (ACTING)

G.N. 920**NOTICE OF REMOVAL OF CAUTION**

Section 129 (2) of the Registered Land Ordinance

TO: OXFORD BANK AND TRUST COMPANY LIMITED

TAKE NOTICE that an application has been received from **CHARLES BARRETT JAMES** of Grand Turk, Turks & Caicos Islands to remove a Caution against the below mentioned properties-

BLOCK: 51210/13
SECTION: BOTTLE CREEK CENTRAL
ISLAND: NORTH CAICOS

This notice is published as a Supplement to this Gazette.

Dated this 17th day of September, 2021

TONI-ANN FOSTER (MS.)
REGISTRAR OF LANDS (ACTING)

G.N. 921

NOTICE OF REMOVAL OF CAUTION
Section 129 (2) of the Registered Land Ordinance

**TO: WILLIAM WOOD MCNAB
& JOY AMY MCNAB
c/o Miller Simons O'Sullivan
P.O. Box 260
The Beatrice Butterfield Building Butterfield Square
Providenciales
Turks and Caicos Islands**

TAKE NOTICE that an application has been received from **THOMAS EDWARD WAITE** c/o Hugh g. O'Neill & Co., Hibernian House, Leeward Highway, Providenciales, Turks & Caicos Islands to remove a Caution against the below mentioned properties-

**BLOCK: 60702/77
SECTION: CHESHIRE HALL & RICHMOND HILL
ISLAND: PROVIDENCIALES**

This notice is published as a Supplement to this Gazette.

Dated this 17th day of September, 2021

**TONI-ANN FOSTER (MS.)
REGISTRAR OF LANDS (ACTING)**

G.N. 922

**REGISTRATION OF TRADE MARKS ORDINANCE 2007
PENDING APPLICATIONS**

Take Notice that any person wishing to oppose the Registration of any trade mark appearing in the list published as a Supplement to this Gazette may within one month from the date of this Gazette lodge with the Registrar of Trade Marks Office, Grand Turk a Notice of Opposition on Form T M 5 as prescribed by the Trade Marks Rules 1982.

Such Notice should comply with Rule 42 of the said Rules and should be accompanied by the prescribed fee of \$150.00.

REGISTRAR OF COMPANIES

G.N. 923

**MICRO, SMALL, MEDIUM ENTERPRISES
CONCESSION ORDER**

NOTICE IS HEREBY GIVEN, in accordance with the provisions of Section 4(3) of the Micro, Small, Medium Development Ordinance 2015, that the following small businesses are granted a Concession Order at a value as stated below.

BUSINESS NAME	BENEFITS	VALUE
BAL4 CIGAR COMPANY	CASH GRANT	up to USD\$10,000
	CUSTOMS DUTY REDUCTION	up to USD\$10,000
	TECHNICAL ASSISTANCE	up to USD\$10,000
PALM GROVE VILLAS	CASH GRANT	up to USD\$10,000
	CUSTOMS DUTY REDUCTION	up to USD\$1,100
LIGHTBOURNE'S NURSERY	CASH GRANT	up to USD\$10,000
	TECHNICAL ASSISTANCE	up to USD\$10,000
PARADISE BOUTIQUE	CASH GRANT	up to USD\$6,700
	CUSTOMS DUTY REDUCTION	up to USD\$2,000
SUNSET BAY VILLA LTD.	CUSTOMS DUTY EXEMPTION	up to USD\$25,000

Dated this 4th day of October 2021

INVEST TURKS AND CAICOS ISLANDS

G.N. 924

**REGISTRATION OF TRADE MARKS ORDINANCE 2007
NOTICE OF
RENEWAL OF REGISTERED TRADEMARKS**

Notice is given that the undermentioned Trade Mark was renewed in the Trade Marks Registry on the 20th day of September, 2021 and will now be in force until 30th day of November, 2031.

<i>TRADE MARK NO.</i>	<i>NAME OF TRADE MARK</i>	<i>CLASS</i>
T.M. NO. 10180	NEWPORT LABEL	34

Name of Proprietor: British American Tobacco (Brands) Inc.

REGISTRAR

G.N. 925

**REGISTRATION OF TRADE MARKS ORDINANCE 2007
NOTICE OF CHANGE OF ADDRESS OF REGISTERED PROPRIETOR
AND
RENEWAL OF TRADE MARKS**

Notice is hereby given that on the 21st day of September 2021 there was entered in the Register of Trade Marks a Change of Address of the Registered Proprietor of the under-mentioned Trade Marks from *935 W. 8th Street, Azusa, California 91702, U.S.A.* to *1333 S. Mayflower Avenue Suite 100 Monrovia, CA 91016 United States of America effective 20th September, 2021*

Notice is further given that the undermentioned Trade Marks were renewed in the Trade Marks Registry on the 21st September, 2021 and will now be in force until 18th day of September, 2031

<i>TRADE MARK NO.</i>	<i>NAME OF TRADE MARK</i>	<i>CLASS</i>
T.M. NO. 15069	NAKED	32
T.M. NO. 15070	NAKED & DESIGN	32

NAME OF PROPRIETOR: NAKED JUICE CO. OF GLENDORA, INC.

REGISTRAR

G.N. 926

REGISTRATION OF TRADE MARKS ORDINANCE 2007**NOTICE OF CHANGE OF ADDRESS OF REGISTERED PROPRIETOR****AND****RENEWAL OF TRADE MARKS**

Notice is hereby given that on the 16th day of September 2021 there was entered in the Register of Trade Marks a Change of Address of the Registered Proprietor of the under-mentioned Trade Mark from 495-A South Fairview Avenue, Goleta, California 93117, USA to 250 Coromar Drive, Goleta, California, U.S. 93117 effective 15th September, 2021

Notice is further given that the undermentioned Trade Marks were renewed in the Trade Marks Registry on the 16th September, 2021 and will now be in force until 10th September, 2031

<i>TRADE MARK NO.</i>	<i>NAME OF TRADE MARK</i>	<i>CLASS</i>
T.M. NO. 15064	UGG	18
T.M. NO. 15065	UGG	25

NAME OF PROPRIETOR: DECKERS OUTDOOR CORPORATION

REGISTRAR

G.N. 927

COMPANIES ORDINANCE 2017**NOTICE OF STRIKE OFF**

Pursuant to Section 256

NOTICE is hereby given that pursuant to and in compliance with Section 256 of the Companies Ordinance 2017 that the companies below shall be struck from the Register of Companies effective from the date this notice is published in the Gazette:

Registration Number	Entity Name	Registration Date
TC.039362	CZS Corp Ltd.	26-May-2009
TC.049213	Epic Alliance Ltd.	17-Mar-2020

KARLENE FERRIER
REGISTRAR OF COMPANIES

Dated
6th October 2021

G.N. 928

COURT-CONNECTED MEDIATION RULES 2021

AUTHORITY: These Rules are issued by the Chief Justice pursuant to section 16(2)(a) of the Supreme Court Ordinance and 59A of the Civil Procedure Ordinance, in conjunction with the Chief Magistrate who does so under section 150 of the Magistrate's Court Ordinance, as allowed by the Governor under section 150(2) of the Magistrate's Court Ordinance.

WHEREAS the overriding objective of dealing with cases justly includes the duty of the court to promote settlement or reconciliation whenever possible.

WHEREAS Alternative Dispute Resolution has been identified as an effective way of providing a timely, cost-effective, and efficient way of resolving disputes in a non-litigious manner.

WHEREAS, section 59A of the Civil Procedure Ordinance vests the power in the Chief Justice to create a mechanism for alternative dispute resolution.

AND WHEREAS section 16 of the Supreme Court Ordinance permits the Chief Justice to vary Rules made under section 16,

NOW THEREFORE the following Rules are made to vary the Court Connected Mediation Rules that came into force on 16th of August 2021.

COMMENCEMENT AND DURATION: These Rules shall be in force from the 15th day of October 2021 until they are varied, revoked or replaced by the Chief Justice.

APPLICATION: These Rules shall not apply to—

This notice is published as a Supplement to this Gazette.

ISSUED ON 29th September 2021

BY:

THE HONOURABLE MRS. JUSTICE MABEL AGYEMANG
CHIEF JUSTICE

With input from Practice Direction No. 7 of the Eastern Caribbean Supreme Court, with the permission of the Chief Justice of ECSC.

In Conjunction with:

JOLYON HATMIN
CHIEF MAGISTRATE

G.N. 929

**APPOINTMENT OF A MEMBER OF
THE PUBLIC SERVICE COMMISSION**

I, **NIGEL DAKIN**, Governor of the Turks and Caicos Islands in exercise of the powers conferred on me by section 89(2)(e) of the Constitution and after consultation with the Premier, Leader of the Opposition and the Civil Servants Association, hereby appoint **DESIREE ADAMS-ROBINSON** as a member of the Public Service Commission for a period of two years beginning 1 October 2021.

GIVEN under my hand and the public seal this 1st day of October 2021.

**NIGEL DAKIN
GOVERNOR**

G.N. 930

EXTENSION OF APPOINTMENT OF DIRECTOR OF PUBLIC PROSECUTIONS

I, **NIGEL DAKIN**, Governor of the Turks and Caicos Islands in exercise of the powers conferred on me by section 91(1), as read with section 91(3) of the Constitution, after consultation with the Premier, the Leader of the Opposition and the Judicial Service Commission, hereby appoint **EUGENE OTUONYE** as Director of the office of Public Prosecutions for a period of two years with effect from January 14, 2022 to January 14, 2024.

GIVEN under my hand and the public seal this 28th day of September 2021.

**NIGEL DAKIN
GOVERNOR**

G.N. 931

EXTENSION OF APPOINTMENT OF SUPERVISOR OF ELECTIONS

I, **NIGEL DAKIN**, Governor of the Turks and Caicos Islands in exercise of the powers conferred on me by section 91(1), as read with section 91(3) of the Constitution, after consultation with the Premier and the Leader of the Opposition, hereby extend the appointment of **DUDLEY LEWIS** as Supervisor of Elections for a period of three months with effect from 1 October 2021 until 31 December 2021.

MADE this 1st day of October 2021.

NIGEL DAKIN
GOVERNOR

G.N. 932

NOTICE

LIMITATION OF ACTIONS ORDINANCE 2021

(ORDINANCE 13 OF 2021)

NOTICE is given that His Excellency the Governor assented to the Limitation of Actions Ordinance 2021 on 5th October 2021. The Ordinance is published as a supplement to this *Gazette*.

Tracey Parker
Clerk to the House of Assembly

6th October 2021

G.N. 933

TURKS AND CAICOS ISLANDS
TELECOMMUNICATIONS COMMISSION

PRESS RELEASE

October 7, 2021

National Table of Frequency Allocations

This notice is published as a Supplement to this Gazette.

NON – OFFICIAL NOTICES

**NOTICE PURSUANT TO SECTION 72 (1) OF THE REGISTERED LAND
ORDINANCE**

In the matter of the Charges registered on 11th March 2014 (the “Charge”) by Argyro Sigounis in favour of RBC Royal Bank (Bahamas) Limited.

TITLE NUMBER

60713/218/K6

SECTION

CHESHIREHALL&RICHMONDHILL

ISLAND

PROVIDENCIALES

This notice is published as a Supplement to this Gazette.

DATED this 20th July 2021

WESSEX FAIRCHILD

Suite A201-2, Regent Village, Grace Bay, PO Box 1208, Providenciales, Turks and Caicos Islands
For and on behalf of RBC Royal Bank (Bahamas) Limited

RE: Wysup Reinsurance Company, Ltd.

REGISTERED NO. TC.038138

In accordance with Section 46 of the Companies Ordinance 2017,
Wysup Reinsurance Company, Ltd. Registered No. TC.038138

hereby gives notice to the Registrar of Companies that:-

(1) The Registered Office of the Company is as follows:-

Regent House West
Regent Village
Grace Bay
Providenciales
Turks and Caicos Islands

(2) The Registered Agent of the Company is:

M & S TRUST COMPANY LIMITED

Dated the 29th day of September 2021
M & S TRUST COMPANY LIMITED

NOTICE
NOTICE PURSUANT TO SECTION 72 (1) OF THE REGISTERED LAND
ORDINANCE

In the matter of the Charges registered on 25th November 2013 (the “Charge”) by Nicole Hart Lathan in favour of RBC Royal Bank (Bahamas) Limited.

<u>TITLE NUMBER</u>	<u>SECTION</u>	<u>ISLAND</u>
60713/218/K10	CESHIREHALL&RICHMONDHILL	PROVIDENCIALES

Our client: RBC Royal Bank (Bahamas) Limited
Outstanding Balance as at 19th July 2021 is as follows:

This notice is published as a Supplement to this Gazette.

DATED this 22nd July 2021

WESSEX FAIRCHILD

Suite A201-2, Regent Village, Grace Bay, PO Box 1208, Providenciales, Turks and Caicos Islands
For and on behalf of RBC Royal Bank (Bahamas) Limited

NOTICE

TO: CAROL EDELEN INGLEY and KEVIN JAMES INGLEY
Providenciales
Turks and Caicos Islands

RE: Charges registered -
Charge registered 22nd November 2006
Variation of Charge registered 17th May 2007
Variation of Charge registered 15th April 2008
Variation of Charge registered 18th September 2009

Title Number: 61003/34, Juba Salina, Providenciales

Amounts Outstanding as at 6th October 2021:

This notice is published as a Supplement to this Gazette.

Dated this 6th day of October 2021

MILLER+ SIMONS + O'SULLIVAN
Attorneys at Law
For and on behalf of
Margaret Duffy Aldridge (Chargee)

NOTICE

Regulation 8 of the Physical Planning (Development Permission) Regulations, 2018

An Application, **REGISTERED PR 15432**, by **Turks & Caicos Water Company Ltd** for the development of an **Office Building and Six (6) 1 Million Gallon Water Storage Tanks** has been submitted to the Department of Planning for consideration of Development Permission on parcel **60907/77, 60906/175, 60810/4, Leeward Going Through, & The Bight & Thomas Stubbs, Providenciales**. Anyone wishing to make representation(s) may do so in writing to the Director of Planning, South Base, Grand Turk or through the Department of Planning, Emily House, Leeward Highway, Providenciales, within twenty-eight (28) days of publication of this Notice.

REGISTERED NO. TC.038138

In accordance with Section 46 of the Companies Ordinance 2017,
Wysup Reinsurance Company, Ltd. Registered No. TC.038138

hereby gives notice to the Registrar of Companies that:-

(1) The Registered Office of the Company is as follows:-

Regent House West
Regent Village
Grace Bay
Providenciales
Turks and Caicos Islands

(2) The Registered Agent of the Company is:

M & S TRUST COMPANY LIMITED

Dated the 29th day of September 2021

M & S TRUST COMPANY LIMITED



NOTICE OF CAUTION

Section 128 (1) of the Registered Land Ordinance

TO: MYLANDE ALFRED
Turks and Caicos Islands

TAKE NOTICE that an application has been received from Van's Auto Ltd of Providenciales, Turks and Caicos Islands to enter a Caution against the below mentioned property:-

BLOCK : 61111
PARCEL : 28
SECTION : Long Bay Hills
ISLAND : Providenciales

Claiming an interest as Purchaser under an Extended Payment Agreement dated July 17, 2020.

The caution forbids the registration of dealings and the making of entries in the register relating thereto absolutely without the cautioner's consent, until the caution has been removed by the Cautioner, by Order of the Court or the Registrar of Lands.

This Notice is served pursuant to section 128 (1) of the Registered Land Ordinance on you as the proprietor of land whose land is affected by the said Caution.

Dated this 17th day of September, 2021

TONI-ANN FOSTER (MS.)
REGISTRAR OF LANDS (ACTING)

ACKNOWLEDGEMENT OF NOTICE

MYLANDE ALFRED hereby acknowledges receipt of the Notice of application for entry of caution on property registered at **61111/28** on the Land Register.

Signed by the proprietor]

.....
MYLANDE ALFRED

In the presence of:]

.....
(Name)



NOTICE OF REMOVAL OF CAUTION

Section 129 (2) of the Registered Land Ordinance

**TO: WILLIAM WOOD MCNAB
& JOY AMY MCNAB
c/o Miller Simons O'Sullivan
P.O. Box 260
The Beatrice Butterfield Building
Butterfield Square
Providenciales
Turks and Caicos Islands**

TAKE NOTICE that an application has been received from **THOMAS EDWARD WAITE** c/o Hugh g. O'Neill & Co., Hibernian House, Leeward Highway, Providenciales, Turks & Caicos Islands to remove a Caution against the below mentioned properties-

**BLOCK/ PARCEL : 60702/77
SECTION : CHESHIRE HALL & RICHMOND HILL
ISLAND : PROVIDENCIALES**

The basis of the removal of the caution is set out in the Application by Thomas Edward Waite dated August 12, 2021 which indicates that the Caution should be removed from the Register for the aforementioned property.

You have seven (7) days from the receipt of this Notice to object to its removal. The Caution will be removed seven (7) days from the receipt of this Notice if no objection is received.

This Notice is served pursuant to section 129(2) of the Registered Land Ordinance on you as the Cautioner.

Dated this 17th day of September, 2021

**TONI-ANN FOSTER (Ms.)
REGISTRAR OF LANDS (ACTING)**

ACKNOWLEDGEMENT OF NOTICE

WILLIAM WOOD MCNAB & JOY AMY MCNAB hereby acknowledges receipt of the Notice of Removal of caution on property registered at 51210/13 on the Land Register.

Signed by]
]
]

In the presence of:] [seal]

.....
(Name)



NOTICE OF REMOVAL OF CAUTION

Section 129 (2) of the Registered Land Ordinance

TO: OXFORD BANK AND TRUST COMPANY LIMITED

TAKE NOTICE that an application has been received from **CHARLES BARRETT JAMES** of Grand Turk, Turks & Caicos Islands to remove a Caution against the below mentioned properties-

BLOCK/ PARCEL : 51210/13
SECTION : BOTTLE CREEK CENTRAL
ISLAND : NORTH CAICOS

The basis of the removal of the caution is set out in the Application by Charles Barrett James dated May 25, 2021 which indicates that the Caution should be removed from the Register for the aforementioned property.

You have seven (7) days from the receipt of this Notice to object to its removal. The Caution will be removed seven (7) days from the receipt of this Notice if no objection is received.

This Notice is served pursuant to section 129(2) of the Registered Land Ordinance on you as the Cautioner.

Dated this 17th day of September, 2021

TONI-ANN FOSTER (Ms.)
REGISTRAR OF LANDS (ACTING)

ACKNOWLEDGEMENT OF NOTICE

OXFORD BANK AND TRUST COMPANY LIMITED hereby acknowledges receipt of the Notice of Removal of caution on property registered at 51210/13 on the Land Register.

Signed by]

In the presence of:] [seal]

.....
(Name)



**TURKS AND CAICOS ISLANDS
TELECOMMUNICATIONS COMMISSION**

PRESS RELEASE

October 7, 2021

National Table of Frequency Allocations

The Turks and Caicos Telecommunications Commission release Decision 2021-7 in response to its public consultation exercise to revise the TCI's National Table of Frequency Allocation Plan to include the latest decisions from the 2019 World Radio Conference. In addition, the Decision contains comments from the industry stakeholders and recommendations from the International Telecommunications Union to ensure the effective use and harmonization of spectrum around the region. While the ITU recommendations are guidelines, they are generally accepted with amendments by many jurisdictions to satisfy the demands for spectrum within the respective local markets.

Due to the advent of new and emerging technology and services in the telecommunications sector, there is a greater need to allocate new spectrum bands to support these new innovative services and products. As such, the Commission has sought to update the TCI's National Spectrum Allocation Plan to reflect the realities of an emergent and progressive telecommunications market, to ensure that its spectrum allocation plan is consistent with current market dynamics and aligned with the latest ITU recommendations.

A copy of the Commission's Decision 2021-7 and revised Spectrum Plan can be found on our website, at the following URL address:

<https://telecommission.tc/commission-decisions-2021/>

NOTICE

TO: **CAROL EDELEN INGLEY and KEVIN JAMES INGLEY**
Providenciales
Turks and Caicos Islands

RE: **Charges registered –**
Charge registered 22nd November 2006
Variation of Charge registered 17th May 2007
Variation of Charge registered 15th April 2008
Variation of Charge registered 18th September 2009

Title Number: 61003/34, Juba Salina, Providenciales

Amounts Outstanding as at 6th October 2021:

Principal US\$190,000.00

Interest US\$400,319.31

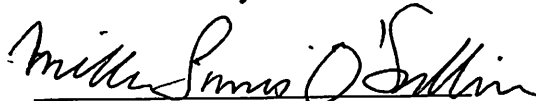
Total Due US\$590,319.31

With interest accruing thereon currently at – US\$49.85 per day

MARGARET DUFFY ALDRIDGE hereby gives you **NOTICE** and **DEMANDS** that you, **CAROL EDELEN INGLEY** and **KEVIN JAMES INGLEY**, being more than one month in default with payment of principal and interest, secured by the above mentioned Charges, are hereby required to pay all principal and interest secured by the said Charges **AND TAKE NOTICE** that if you do not make payment within three months from the service of this **NOTICE**, then **MARGARET DUFFY ALDRIDGE** as Chargee may exercise any of the remedies available to it under the Registered Land Ordinance (CAP. 9.01).

THIS NOTICE is served to comply with section 64(2) of the Registered Land Ordinance (CAP. 9.01) and without prejudice to the exercise of remedies to which the section does not apply.

Dated this 6th day of October 2021



MILLER ♦ SIMONS ♦ O'SULLIVAN

Attorneys at Law

For and on behalf of

Margaret Duffy Aldridge (Chargee)

NOTICE

NOTICE PURSUANT TO SECTION 72 (1) OF THE REGISTERED LAND ORDINANCE

In the matter of the Charges registered on 25th November 2013 (the “Charge”) by Nicole Hart Lathan in favour of RBC Royal Bank (Bahamas) Limited.

TITLE NUMBER
60713/218/K10

SECTION
CHESHIRE HALL & RICHMOND HILL

ISLAND
PROVIDENCIALES

Our client: RBC Royal Bank (Bahamas) Limited
Outstanding Balance as at 19th July 2021 is as follows:

<u>Mortgage Account Number:</u>	05395 3301097
Principal=	\$ 60,516.86
Interest=	\$ 942.98
Late Fees=	<u>\$ 987.54</u>

TOTAL MORTGAGE PAYOUT AMOUNT: \$ 62,447.38
With per diem interest at US\$10.36 Arrears - \$8,918.05

Security: 60713/218/K10, Cheshire Hall & Richmond Hill, Providenciales

To: Nicole Hart Lathan
821 Manchester Drive
Raleigh, North Carolina
United States of America, 27609

On behalf of our client **RBC ROYAL BANK (BAHAMAS) LIMITED** (the “Bank”), we hereby issue this Notice to you **NICOLE HART LATHAN** being more than one month in default with payment of principal and interest of the Bank’s loan to you secured by the Charge registered against the aforementioned property and the outstanding loan balance. You are hereby required to pay to the total payment amount, which includes principal, interest and all fees and the outstanding loan balance.

AND TAKE NOTICE that if you do not make payment within three (3) months from the date of service of this NOTICE, the Bank will exercise its right to enforcement proceedings as Chargee and intends to exercise any of the Registered Land Ordinance. Further, the Bank reserves the right to apply to the Court to shorten the time to sell the Charged Property following service of this NOTICE pursuant to the Charge instead of the statutory period of three (3) months.

THIS NOTICE is served to comply with Section 72(1) of the Registered Land Ordinance and without prejudice to the exercise of remedies to which the section does not apply. As evidenced by the relevant land register and pursuant to written agreement entered into between the Bank and you, the Bank holds the Charge registered against the abovementioned Property.

DATED this 22nd July 2021

WESSEX FAIRCHILD

Suite A201-2, Regent Village, Grace Bay, PO Box 1208, Providenciales, Turks and Caicos Islands
For and on behalf of RBC Royal Bank (Bahamas) Limited

NOTICE

NOTICE PURSUANT TO SECTION 72 (1) OF THE REGISTERED LAND ORDINANCE

In the matter of the Charges registered on 11th March 2014 (the “Charge”) by Argyro Sigounis in favour of RBC Royal Bank (Bahamas) Limited.

TITLE NUMBER
60713/218/K6

SECTION
CHESHIRE HALL & RICHMOND HILL

ISLAND
PROVIDENCIALES

Our client: RBC Royal Bank (Bahamas) Limited
Outstanding Balance as at 19th July 2021 is as follows:

<u>Mortgage Account Number:</u>	05395 3301098
Principal=	\$ 62,662.50
Interest=	\$ 1,920.67
Late Fees=	<u>\$ 120.00</u>

TOTAL MORTGAGE PAYOUT AMOUNT: \$ 64,703.17
With per diem interest at US\$10.73

Security: 60713/218/K6, Cheshire Hall & Richmond Hill, Providenciales

To: Argyro Sigounis
135 Rue Jacques Chan
Kirkland
Quebec, Canada
H9J 3Y1

On behalf of our client **RBC ROYAL BANK (BAHAMAS) LIMITED** (the “Bank”), we hereby issue this Notice to you **ARGYRO SIGOUNIS** being more than one month in default with payment of principal and interest of the Bank’s loan to you secured by the Charge registered against the aforementioned property and the outstanding loan balance. You are hereby required to pay to the total payment amount, which includes principal, interest and all fees and the outstanding loan balance.

AND TAKE NOTICE that if you do not make payment within three (3) months from the date of service of this NOTICE, the Bank will exercise its right to enforcement proceedings as Chargee and intends to exercise any of the Registered Land Ordinance. Further, the Bank reserves the right to apply to the Court to shorten the time to sell the Charged Property following service of this NOTICE pursuant to the Charge instead of the statutory period of three (3) months.

THIS NOTICE is served to comply with Section 72(1) of the Registered Land Ordinance and without prejudice to the exercise of remedies to which the section does not apply. As evidenced by the relevant land register and pursuant to written agreement entered into between the Bank and you, the Bank holds the Charge registered against the abovementioned Property.

DATED this 20th July 2021

WESSEX FAIRCHILD

Suite A201-2, Regent Village, Grace Bay, PO Box 1208, Providenciales, Turks and Caicos Islands
For and on behalf of RBC Royal Bank (Bahamas) Limited

COURT-CONNECTED MEDIATION RULES 2021

AUTHORITY: These Rules are issued by the Chief Justice pursuant to section 16(2)(a) of the Supreme Court Ordinance and 59A of the Civil Procedure Ordinance, in conjunction with the Chief Magistrate who does so under section 150 of the Magistrate’s Court Ordinance, as allowed by the Governor under section 150(2) of the Magistrate’s Court Ordinance.

WHEREAS the overriding objective of dealing with cases justly includes the duty of the court to promote settlement or reconciliation whenever possible.

WHEREAS Alternative Dispute Resolution has been identified as an effective way of providing a timely, cost-effective, and efficient way of resolving disputes in a non-litigious manner.

WHEREAS, section 59A of the Civil Procedure Ordinance vests the power in the Chief Justice to create a mechanism for alternative dispute resolution.

AND WHEREAS section 16 of the Supreme Court Ordinance permits the Chief Justice to vary Rules made under section 16,

NOW THEREFORE the following Rules are made to vary the Court Connected Mediation Rules that came into force on 16th of August 2021.

COMMENCEMENT AND DURATION: These Rules shall be in force from the 15th day of October 2021 until they are varied, revoked or replaced by the Chief Justice.

APPLICATION: These Rules shall not apply to—

- (a) insolvency proceedings (including winding up of companies);
- (b) non-contentious probate proceedings;
- (c) any other proceedings in the Supreme Court as may be identified by the Chief Justice to be not suited to Mediation from time to time.

INTERPRETATION

“ADR” is the abbreviated form of “Alternative Dispute Resolution”;

“ADR Administrator” refers to the official appointed by the Chief Justice to be responsible for the management of court-connected mediation and who manages the Roster of Mediators;

“Alternative Dispute Resolution” refers to methods of resolving disputes otherwise than through the trial process and in these Rules, it is a reference to Mediation;

“Court” refers to the Magistrate’s Court and the Supreme Court;

“Court Connected Mediation” refers to mediation services provided as a result of the referral by the Court or by the Registrar with the consent of the parties before or after commencement of proceedings;

“Court Registry” refers to the Registry of the Supreme Court;

“Clerk of Court” refers to the Clerk of the Magistrate’s Court;

“Mediation” refers to the dispute resolution procedure in which a neutral and impartial third party (the Mediator), facilitates negotiations between the parties to help them settle their dispute;

“Mediator” refers to a person engaged as a neutral third party to mediate a matter and whose name appears on the Roster of Mediators of the Judiciary of the Turks and Caicos Islands;

“Mediation Bundle” refers to a summary of the issues in dispute. This may be presented by attorneys representing the parties, or may be prepared by the parties with the assistance of the ADR Administrator, to facilitate the mediation;

“Mediation Session” refers to a mediation held with a Mediator and attended by parties to a dispute, either in person, or remotely (through electronic means), to which these Rules apply; it includes adjournments of the same matter;

“Parties” refers to—

- (a) persons between whom there is a dispute for which a claim has been filed, and
- (b) their Attorneys (as applicable);

“Referral Order” refers to an order of the Court, or the Registrar for parties to attend mediation;

“Roster” refers to the current list of court-connected Mediators compiled by the Mediation Committee after training and certification by the University of the West Indies, and administered by the ADR Administrator.

1. THE ADR ADMINISTRATOR

(1) The Chief Justice shall appoint an ADR Administrator who shall be a person with a background in court office practice.

(2) The ADR Administrator shall—

- (a) be responsible for the scheduling of mediation sessions (in person or remotely) in accordance with these Rules;
- (b) be responsible for the management of the Roster by assisting parties to select their Mediator, and the maintenance of the Roster by updating the availability of Mediators on a weekly basis;
- (c) be responsible for explaining the process of Mediation and all its implications to the parties and counsel (as applicable);
- (d) make available to parties and counsel the Consent to Mediation, and Confidentiality Forms and assist unrepresented parties with the Forms as necessary;
- (e) assist in the setting out of the settlement of issues in the Mediation Bundle where the parties are not represented;
- (f) assist the Mediator to set out the Terms of Settlement in accordance with Form 7 set out in the Schedule to these Rules;
- (g) manage and maintain the Roster;
- (h) require the parties and counsel (as applicable) to fill out Evaluation Forms 10 and 10A;
- (i) set out the hours of work done by each Mediator and keep a ledger on cases settled by the mediator, including on a pro bono basis;
- (j) prepare monthly statistics of mediation and forward same along with the Evaluation Forms to the Mediation Committee, in accordance with Form 12 set out in the Schedule;
- (k) forward monthly statistics on mediation to the Chief Justice.

2. THE MEDIATION COMMITTEE

(1) There shall be a Mediation Committee established by the Chief Justice, comprised of the following persons—

- (a) a Judge who will be the Chairperson;
- (b) the Chief Magistrate;

- (c) the Registrar of the Supreme Court;
 - (d) a Representative of the Bar Association who may hold the position of membership for one year.
- (2) The Mediation Committee shall meet at least once every two months.
- (3) The Mediation Committee shall be responsible for compiling the Roster of Mediators from the list of persons who have completed the training and have been certified by the University of the West Indies and have applied to have their names on the Roster.
- (4) The Mediation Committee may consult with any person or body which it deems necessary in order to assess the suitability of a candidate to be selected for the Roster of Mediators.
- (5) The Mediation Committee shall determine, in consultation with the Chief Justice, the fee payable to Mediators for successful mediation of referred cases.
- (6) In the matter of Court-Aided Mediation, the Mediation Committee shall prescribe the fees payable for access to mediation.
- (7) The Mediation Committee shall also determine the circumstances under which a Mediator may be paid for an unsuccessful mediation, and advise the Chief Justice.
- (8) The Mediation Committee shall receive statistics and Evaluation Forms from the ADR Administrator and analyze them to make recommendations to the Chief Justice for improved service.
- (9) The Mediation Committee will be responsible for monitoring the observance of the Code of Conduct of Mediators and Disciplinary Rules, and be responsible for disciplinary matters.
- (10) To initiate disciplinary measures—
 - (a) a complaint against Mediators shall be received by the ADR Administrator who shall forward same to the Mediation Committee;
 - (b) the Mediation Committee shall investigate the complaint and shall use its own methods to achieve this end:

Provided that the rules of natural justice shall be observed at all times during such investigation;
 - (c) the Mediation Committee shall recommend sanctions in accordance with the Code of Conduct and Disciplinary Rules to the Chief Justice where the complaint is found to have merit;
 - (d) the Chief Justice, if satisfied that the outcome of the complaint is justified, shall approve the sanction recommended and forward the approval to the Committee for implementation;
 - (e) the Mediation Committee may impose sanctions on the Mediator in accordance with the Disciplinary Rules.
- (11) The Mediation Committee shall from time to time, assess the effectiveness of the process and make recommendations to the Chief Justice for changes and additions that may improve the process.
- (12) The Mediation Committee shall not be liable to any person for any act or omission in connection with the performance of their duties, except to the extent such limitation of liability is prohibited by law.
- (13) The Committee shall submit a report of its work to the Chief Justice every six months.

3. ROSTER OF MEDIATORS

(1) There shall be kept at the Registry and in the Office of the ADR Administrator, a Roster of Certified Mediators.

(2) The Roster will be compiled by the Mediation Committee and managed by the ADR Administrator.

(3) The Roster shall contain the names, professional designations, dates, and times of availability of each Mediator on the Roster to conduct mediations.

(4) The schedule of availability shall be updated weekly at the Registry with copies kept by the ADR Administrator for the day-to-day operation of the Roster.

(5) Certified Mediators desiring to be placed on the Roster of Mediators must complete and submit to the Mediation Committee an Application for Placement on the Roster of Mediators and provide evidence—

(a) of having satisfactorily completed the training for Mediators leading to certification by the University of the West Indies;

(b) that he/she is a fit and proper person;

(c) that he/she does not hold a criminal conviction involving fraud or other dishonesty.

(6) If a Mediator on Roster has been charged with or convicted of a criminal offence, the Mediator shall immediately bring this to the attention of the ADR Administrator who in turn shall bring the same to the attention of the Mediation Committee.

(7) The Mediator shall show cause why he/she should not be suspended or removed from the Roster of Mediators.

(8) Where it comes to the attention of the Disciplinary Committee that a Mediator on the Roster of Mediators has been convicted of a criminal offence, the Committee may call upon such Mediator to show cause why he/she should not be removed from the Roster.

(9) A Certificate of Conviction issued by the Court shall be sufficient evidence of the Mediator's conviction for an offence.

(10) A Mediator shall not be liable to any person for any act or omission in connection with the mediation, except to the extent such limitation of liability is prohibited by law.

(11) A Mediator shall not be called as a witness to give evidence of any matter which occurred at any stage of the mediation or any confidential information which came to his/her knowledge during the mediation process.

(12) A certified Mediator whose training and certification was obtained in another jurisdiction may apply to the Chief Justice for inclusion in the Roster. The Chief Justice shall refer the application to the Mediation Committee with his/her advice.

(13) Mediators on the Roster will be paid on a fee basis which will be recommended by the Mediation Committee and approved by the Chief Justice. The Committee shall review the fees from time to time and at least once every two years.

(14) The Mediation Committee shall in the proper case, permit a more experienced Mediator from another jurisdiction to be appointed Co-Mediator.

(15) Parties or counsel in a complex case may apply for their case to be mediated by co-Mediators, the experienced Mediator being the lead Mediator.

(16) A list of approved experienced Mediators from another jurisdiction shall be prepared by the Mediation Committee and administered by the ADR Administrator at their direction.

4. STEPS TO MEDIATION

(1) Parties may be referred to mediation by the Registrar, Magistrate, or Judge.

(2). In making a referral, the following matters may be considered—

- (a) the relationship between the parties;
- (b) the willingness of the parties to resolve their dispute by a collaborative process;
- (c) the number of parties;
- (d) the complexity of the issues in the suit;
- (e) whether the mediation, rather than litigation will be more beneficial to the parties as they seek to resolve their dispute.

A. Referral by Registrar

(1) A dispute may be referred to court-connected mediation after a claim has been duly filed.

(2) A plaintiff/applicant/claimant may request that a dispute be submitted to court-connected mediation after the filing and service of the claim form and statement of claim.

(3) A defendant may also make this request either before or after the filing of the defence, where there is one defendant or all defences where there is more than one defendant.

(4) A request under sub-paragraphs (2) and (3) shall be made to the Registrar by completing an Application for Referral to Mediation Form set out in the Schedule to these Rules.

(5) The Registrar may make a Referral Order and send the file to the ADR Administrator.

(6) A Registrar's Referral Order shall be made before the file is first placed before the Magistrate/Judge. The Registrar/Clerk of Court shall invite parties who have filed originating processes to a pre-proceedings case management meeting to discuss the possibility of the dispute being resolved through mediation.

(7) Where the parties after their introduction to the advantages of mediation, opt for mediation, the Registrar shall refer the case to mediation by referring it to the ADR Administrator for a mediator to be selected and for a date of for mediation to be allocated.

B. Referral by the Court

(1) Where proceedings have commenced, a Judge or Magistrate, may, in performing case management, introduce the suitability of mediation for that case, and shall secure the consent of the parties, to refer the matter to mediation.

(2) This may be at any stage of the proceedings where the Court is of the view that mediation would facilitate the resolution of the dispute between the parties.

(3) Where one party desires to submit a dispute to mediation and the other party unreasonably refuses mediation, the Magistrate or Judge may take that party's refusal into account when making a costs order in the proceedings.

(4) A Judge or Magistrate may make a Referral Order where he is satisfied that mediation, rather than litigation will be more likely to succeed in the resolution of the dispute.

(5) After a Referral Order is made, the file on which the order is placed, shall be taken up by the ADR Administrator who shall—

- (a) allocate an ADR number to the file;
- (b) obtain signatures of parties (and attorneys where applicable) on an ADR Consent Form: (set out in the First Schedule);
- (c) produce the Roster and request that the parties choose their Mediator from the Roster. The parties shall also select two alternative Mediators.
- (d) choose the Mediator for the parties where they are unable or unwilling to agree on a Mediator.
- (e) assign a date for mediation,
- (f) direct the parties to meet with the Mediator at a specified venue if in person, or, send the parties a link for electronic proceedings if the mediation will be conducted remotely.

(6) The mediation session hearing shall be held within twenty-one days of the Referral Order unless otherwise ordered by the Registrar or Judge, on application by any party.

(7) The mediation sessions may be adjourned from day to day as necessary but under no circumstance shall any mediation exceed sixty days.

(8) The ADR Administrator shall, where in a referral made by the Registrar, a defence has not been filed, request that the defendant submits a statement of defence to him/her at least seven days prior to the mediation session, so that copies can be forwarded to all other parties to the mediation proceedings.

(9) If the defendant does not submit the statement of defence as requested, the Mediator may summon a pre-mediation session to identify the issues in dispute to inform the mediation, or may, invite the ADR Administrator to assist the parties to settle issues, or refer the matter to the Registrar or the Court.

(10) The ADR Administrator, shall, after the parties' attendance at mediation, whether or not they settle their dispute, or only partially settle, send the file to the Registrar/Clerk of Court who will place same before a Judge/Magistrate.

(11) Where the matter is settled, the court shall adopt the settlement as its judgment; where the matter is not settled, an order will be made for the suit to take its normal course.

(12) If the parties come to only partial settlement, the Mediator shall return the file to the ADR Administrator with along with a notation of partial settlement and filled out Forms 8 and 9.

(13) Where a matter is not settled as in the immediately preceding paragraph, no matters disclosed for, or included in the settlement shall be disclosed to the court:

- i. Documents made for the purpose of, disclosed or produced during mediation proceedings, shall not be admissible in legal proceedings.

5. THE MEDIATOR

(1) A person desirous of becoming a Mediator shall apply to the Registrar of the Supreme Court in writing, or by email at courtadr@gov.tc

(2) The application shall be placed before the Mediation Committee for consideration; where the Mediation Committee decides to refuse the application, written reasons shall be provided by the Chairperson within five working days of the said refusal.

(3) The applicant must be willing to undergo the requisite training offered by the Judiciary, working with the University of the West Indies.

(4) A person who attends the training, is certified by the University of the West Indies, and is approved by the Mediation Committee, shall be placed on the Roster of Mediators.

(5) Once placed on the Roster, the Mediator shall make his/her availability known to the ADR Administrator for case assignments.

(6) A Mediator on the Roster may advertise his/her services, but shall not make false claims about the mediation process, or the Mediator's qualifications and abilities to assure specific outcomes.

(7) A Mediator may be disciplined for the following reasons and in the following manner.

(8) A Mediator may be disciplined under the Code of Conduct and Disciplinary Rules for Mediators contained in the first Schedule to these Rules.

(9) A Mediator may be disciplined for making false claims about his abilities or the mediation process with the aim of inducing persons to choose him/her as a Mediator.

(10) A Mediator may be disciplined if a complaint made against him/her is found to have merit.

(11) A complaint may be made by a party or the parties, or their Attorneys for misconduct in relation to a case placed before him/her for mediation.

(12) A complaint against a Mediator shall be in writing addressed to the Chairperson of the Mediation Committee, through the Office of the ADR Administrator.

(13) The complaint, which shall identify the Mediator clearly, shall be signed by the complainant, and shall include the complainant's name, address and telephone number.

(14) The complaint shall be in the form of a statement setting out the conduct, without passing any judgment.

(15) A complaint founded on matters relating to a mediation session, shall not be brought against a Mediator after a period of one month following a mediation session, except that the Mediation Committee may extend the time, upon representations being made to it of the reasons for the delay in bringing the complaint.

(16) The Mediation Committee shall investigate the complaint.

(17) An investigation of a complaint under the preceding paragraph shall be conducted in accordance with the rules of natural justice.

(18) If the Mediator, invited to present his response to the allegation either orally or in writing, fails to respond within twenty-one days of receipt of the complaint and order for response, the allegations shall be deemed admitted.

(19) If the allegations are made out, the Committee may impose the sanctions of—

(a) a reprimand;

(b) a letter of apology;

(c) suspension for a period of time from the Roster; (d) permanent expulsion from the Roster.

(20) A Mediator may petition the Chief Justice regarding any disciplinary measure imposed by the Committee.

(21) The Chief Justice may review the action of the Mediation Committee and may investigate the matter, which may include receiving oral evidence from the complainant as well as the aggrieved person and his witnesses.

(22) The Chief Justice may affirm, alter or reverse the decision of the Mediation Committee.

6. THE MEDIATION SESSION

(1) A Mediator may at his/her own discretion request a pre-mediation meeting with the parties.

(2) Before the mediation session, parties to the mediation shall—

(a) at least five days before the mediation session, prepare and submit a mediation bundle, a bundle comprising their documents on which they intend to rely, to the ADR Administrator who shall submit the bundles to the Mediator;

(b) sign the Consent Form, and Confidentiality Agreement.

(3) Where any or all of the parties have failed to meet the pre-mediation requirements within the stipulated time, the ADR Administrator shall, at least two days before the mediation session, inform the assigned Mediator. The Mediator shall, based on this report, determine whether the mediation session should be cancelled or postponed.

(4) All parties to the mediation are required to attend the mediation session.

(5) No fees beyond the fees for filing the suit shall be paid by parties who have consented to go for mediation and for whom a mediation session has been scheduled, except parties to Court-Aided Mediation who shall pay the prescribed fee; this provision may be revisited from time to time.

(6) Where any party fails to attend the mediation session without reasonable notice, or unreasonably terminates a mediation session, the mediator shall note it on the file. It shall go towards the assessment of costs by the Court.

(7) Where a file is returned to the Registry because one of the parties failed to attend mediation, the file shall be placed before the Judge/Magistrate who shall, if the defaulting party is a plaintiff, dismiss his case and make an order for costs to be assessed; if a defendant, enter judgment against the defendant with an order for costs to be assessed against him.

(8) Where both parties who have consented to go for mediation fail to attend the mediation session, the file shall be returned to the Registry who shall place same before the Judge/Magistrate.

(9) A Judge/Magistrate before whom such a file is placed shall summon the parties and conduct an inquiry. If the behaviour is found to be not unreasonable, the order for mediation shall be vacated and an order made for the case to take its normal course.

(10) Parties who have consented to mediation may apply within seven days of the time scheduled for mediation, to withdraw from it.

(11) An application may be made in the Form 11 set out in the Schedule.

(12) Where the conduct is found to be unreasonable, the suit shall be dismissed with an order for costs to be assessed against the plaintiff or counterclaimant (where applicable).

(13) A mediation session may be adjourned for additional sessions where such is deemed to be necessary.

(14) The Mediator shall after the conclusion of a mediation, whether or not it resulted in a settlement or partial settlement, and whether or not it was prematurely terminated fill out Form 9 and send it along with the file to the ADR Administrator.

7. OUTCOME OF MEDIATION

(1) Upon the conclusion of the mediation sessions, where there is a settlement of all or some of the issues in the dispute, the terms of settlement shall be set out in the Terms of Settlement Form 8 set out in the Schedule to these Rules.

(2) The signed terms of settlement shall be *prima facie* evidence of settlement, and shall be adopted by the Judge/Magistrate as the judgment of the court.

8. EVALUATION OF MEDIATION SESSION

(1) The ADR Administrator shall keep an Evaluation Form 10 and 10A set out in the Schedule to these Rules.

(2) The filled-out Evaluation Form shall be forwarded by the ADR Administrator to the Mediation Committee which shall analyse it to identify for areas of weakness, in order to inform improvements to the service.

(3) The Evaluation Form must be completed by each party who attends the mediation session and their attorneys (where applicable).

(4) Where a party or his/her Legal Practitioner refuses to complete the Evaluation Form, the ADR Administrator shall record such refusal on the file.

(5) The Judge/Magistrate before whom the file is placed following mediation shall take that party's refusal into account when making a costs order in the proceedings.

ADDRESSES:

(a) All mail deliverable physically to the Chief Justice, Registrar, Chairperson of the Mediation Committee, and Court Administrator, in all matters pertaining to Mediation shall be sent to the Registry of the Supreme Court.

(b) Electronic Communication by or to the said persons shall be at courtadr@gov.tc.

9. COURT-AIDED MEDIATION

(1) A person who requires the resolution of a dispute with another but does not wish to file papers before the court, may access mediation by applying for such on the Court-Aided Mediation Form set out in the Schedule.

(2) Persons who opt for mediation without first filing a suit before the court shall pay fees for the mediation service.

(3) The Mediation Committee shall prescribe the fee for such service, which may be an hourly rate, a daily rate, or a fee for concluding settlement.

(4) Fees for such service shall be paid to the Registry through the ADR Administrator.

(5) All such funds shall be paid into the Consolidated Fund.

FIRST SCHEDULE

CODE OF CONDUCT AND DISCIPLINARY RULES FOR MEDIATORS

PREAMBLE

This Code of Conduct is provided by the Chief Justice to guide the Mediation Committee's work under Rule 2 of the Court Connected Mediation Rules 2021, as well as Mediators in the practice of mediation.

The Code of Conduct also sets out the parameters of acceptable conduct for Mediators and the practice of mediation, giving force to recognised ethical standards.

THE OVERRIDING OBJECTIVE

Mediation is a dispute resolution mechanism that provides an alternative mode for the settlement of disputes, while maintaining the privacy and confidentiality of all parties involved in the proceedings as well as fostering an atmosphere of trust.

The hallowed principles of self-determination, impartiality, integrity, and conflicts of interest, competence, confidentiality, advertising and solicitation, informed consent, and the advancement of mediation practice further this overriding objective. This Code of Conduct ensures that they are adhered to in a meaningful manner.

The main objective of this Code of Conduct is to promote ethical conduct and professionalism in Mediators in the Turks and Caicos Islands, and to provide sanctions for the breach of the prescribed conduct.

The Code provides standards of comportment for Mediators and is the regulating tool of the Mediation Committee for assuring acceptable conduct, as it provides guidelines for sanctions for breaches.

PART I

1. SELF-DETERMINATION

1.1 Mediation shall be based on the principle of self-determination. A Mediator shall respect and abide by this fundamental principle by—

- i. informing the parties of his role as a neutral and not the decision-maker;
- ii. assisting the parties to make their own voluntary, uncoerced decision regarding a possible resolution;

iii. guiding the parties to an informed decision by providing the parties with pertinent information, including possible outcomes.

1.2 A Mediator shall not provide legal or professional advice to the parties but may advise the parties of the need to consult with other professionals to help them make informed decisions where it becomes apparent that a party may not appreciate how a settlement may affect legal rights or obligations.

1.3 A Mediator may also, where both parties seek such information, express an opinion on the matters at issue, and may identify evaluative approaches to assist the parties.

2. INDEPENDENCE AND IMPARTIALITY

2.1 A Mediator shall be wholly independent and wholly impartial and must shun the appearance of bias at all times.

2.2 Before or immediately after accepting an appointment as Mediator in a dispute, a Mediator shall disclose to the ADR Administrator in writing any circumstance that could potentially give rise to a reasonable apprehension of a lack of independence or impartiality in the mediation of the dispute.

2.3 The ADR Administrator shall seek advice from the Chairperson of the Mediation Committee as to whether the Mediator may be appointed to mediate for the reasons given.

2.4 If the Mediator who has made a disclosure under paragraph 2.2 is appointed to mediate, he shall make further disclosure under paragraph 5.1 to the parties who may consent to have him or request for another Mediator from the ADR Administrator.

2.5 A Mediator shall not exhibit bias of any form, nor may he favour one party to the dispute, and shall have no personal interest in the terms of the settlement.

2.6 A mediator's opinion of a party or the matter in issue, must not influence how he conducts the mediation.

3. CONFIDENTIALITY

3.1 A Mediator has a duty to maintain the privacy and confidentiality of all to foster an atmosphere of trust.

3.2 No part of the proceedings may be used by the Mediator or disclosed to third parties without the permission of the parties.

3.3 A Mediator shall inform the parties and any experts, advisors, and any other persons who accompany a party to a mediation session of the confidential nature of mediation, and that same shall not be disclosed by the Mediator except in the following circumstances—

- i. with the parties' written consent;
- ii. if ordered to do so by a court or there is a requirement to do so by law, such as a criminal design;
- iii. if the information discloses an actual or potential threat to human life.

4. INTEGRITY

A Mediator shall conduct himself in a manner which shall instil confidence in the mediation process and confidence in his integrity, that he will act in good

faith, be diligent, and seek to only advance the interests of the parties. He shall assist the parties to come to their own informed decision and shall not force a decision on the parties, or push for a certain course of action.

5. CONFLICTS OF INTEREST

5.1 A Mediator shall make full disclosure at the beginning of the mediation process, regarding anything that might compromise the parties' willingness to continue the process.

5.2 Parties to a dispute may following the disclosure made by the Mediator under paragraphs 2.2 and 5.1, give their consent in writing to the Mediator to continue to mediate their dispute.

5.3 The Mediator must not be related to any of the parties or have an interest in the subject matter of the dispute or any matter related to it.

6. COMPETENCE

Notwithstanding the acquisition of the basic skill of mediation, a Mediator has an added obligation to acquire and maintain professional skills and the ability to uphold the quality of the mediation process.

7. QUALITY OF THE PROCESS

7.1 Before the start of mediation, a Mediator shall inform the parties about the mediation process and its implications, and endeavour to make the parties understand the mediation process.

7.2 A Mediator shall act professionally at all times and shall not engage in conduct that may bring the Mediator or the mediation process into disrepute.

7.3 A Mediator shall conduct a mediation in a manner that encourages respect among the parties and shall take reasonable steps to limit abuse of the mediation process without interfering with the parties' right to determine their own outcome.

7.4 During the mediation process, a Mediator shall not use any honorific title to which he is accustomed and/or may be entitled.

8. ADVERTISING AND PROMOTION OF MEDIATION SERVICES

A Mediator shall in advertising or offering services to clients or potential clients—

- i. provide accurate information about his or her education, background, mediation training and experience, in any oral or written representation or biographical or promotional material;
- ii. refrain from making promises guaranteeing settlement, or a specific outcome;
- iii. refrain from pretending competency in areas in which he lacks qualification and/or experience.

9. ADVANCEMENT OF MEDIATION PRACTICE

A Mediator shall advance the development of mediation in these Islands by—

- i. participating in outreach and education efforts to assist the public to develop an improved understanding of, and appreciation for, mediation;
- ii. assisting newer mediators through training, mentoring, and networking;
- iii. encouraging parties and counsel to fill out the evaluation forms at the end of the mediation process.

10. TERMINATION OR SUSPENSION OF MEDIATION

The Mediator may suspend or terminate the mediation—

- i. if requested, in writing, by one or more of the parties to do so;
- ii. if the parties are at an impasse and further efforts at mediation would not be useful at this time;
- iii. in any circumstance in which the subject of mediation may be inimical to the public good, including the furtherance of the commission of a crime.

PART II

11. SANCTIONS

11.1 A complaint against a Mediator by a person who has been subject to the mediation process shall be made in writing to the Chairperson of the Mediation Committee through the Office of the ADR Administrator

11.2 The Chairperson shall place the complaint before the Mediation Committee which shall for such purpose, be constituted as the Disciplinary Committee.

11.3 The Disciplinary Committee shall review the complaint to determine whether the allegations, if found to be true, would constitute a violation of this Code of Conduct.

11.4 The Disciplinary Committee shall dismiss the complaint if it would not constitute a violation of this Code of Conduct.

11.5 Where on the face of the complaint, the Disciplinary Committee is of the view that the allegation if proven, would constitute a violation of the Code of Ethics, the Disciplinary Committee shall cause to be served on the named Mediator, either electronically, by personal service or by registered mail—

- i. a copy of the complaint;
- ii. a written request of the Disciplinary Committee for the named Mediator to provide, a written response to the allegations.

11.6 If the Mediator/Respondent fails to respond to the complaint in writing within 14 days of service of the complaint, the allegations shall be deemed to be admitted.

11.7 The Disciplinary Committee may, in its discretion, refer the complainant and the named Mediator to mediation conducted by a volunteer Mediator to resolve the issues raised by the complainant.

11.8 If the issues raised by the complainant are not resolved through mediation, the Disciplinary Committee shall hear and determine the complaint observing the rules of natural justice including representation by counsel, the tendering of both oral and documentary evidence.

11.9 The Disciplinary Committee shall submit its report to the Chief Justice and recommend appropriate the sanction.

11.10 If the complaint is found to be justified, Chief Justice, shall approve the sanction recommended and forward the approval to the Committee for implementation.

11.11 The Mediation Committee will then impose sanctions on the Mediator in accordance with these Disciplinary Rules.

11.12 Sanctions may include the following—

- i. the issue of a private reprimand;
- ii. the ordering of corrective action;
- iii. suspension from the Register for a prescribed period; and/or
- iv. removal from the Roster of Mediators, with or without conditions for reinstatement.

11.13 Sanctions imposed against the Mediator pursuant to paragraphs 10(11) of this Code shall be a matter of public record, but the files of the Disciplinary Committee and the Chief Justice on the matter shall remain confidential.

11.14 A Mediator who is aggrieved by the sanction may appeal to the Chief Justice for reconsideration or relief not more than fourteen days after the Mediation Committee imposes sanction on the Mediator.

SECOND SCHEDULE

FORMS

FORM 1

APPLICATION TO BE TRAINED AS A MEDIATOR AND/OR TO BE PLACED ON THE ROSTER OF MEDIATORS

PLEASE TAKE NOTICE THAT:

1. I, _____ the undersigned, apply:

(Please check as applicable)

- to be trained as a Mediator
- to be placed on the Roster of Mediators

I confirm that:

(For Applicants for Training)

- I shall attend the Mediation Training which is offered by the Judiciary of Turks and Caicos Islands free of charge. (For Roster Applicants)
- that I have completed the Mediation training offered for the Judiciary of Turks and Caicos Islands by the University of the West Indies;
 - that I am a fit and proper person to work as a Mediator in the Judiciary of Turks and Caicos Islands;
 - that I do not hold a criminal conviction involving fraud or other dishonesty.
 - that as much as practicable, I shall take up an assignment by the ADR Administrator to conduct mediation, and notify the ADR Administrator of my availability.
 - that I shall disclose any interest I have in a case that may be potentially assigned to me.
 - that I shall use my best endeavours to help parties settle their disputes without partiality.
 - that I shall abide by the Code of Conduct for Mediators and Disciplinary Rules.

Name -----

Residential Address-----

Postal Address -----

Telephone/Email Address -----

Signed: -----Date-----

APPLICATION FOR REFERRAL TO MEDIATION

Between

A.B. PLAINTIFF/CLAIMANT

and

C.D. DEFENDANT

PLEASE TAKE NOTICE THAT:

1. We the undersigned herein, apply for referral to mediation of a dispute between the above parties.

Particulars:

PLAINTIFF/CLAIMANT

Name /Company Name -----

Residential Address-----

Business Address-----

Postal Address -----

Landline/Mobile Phone -----

E-Mail Address-----

DEFENDANT

Name /Company Name -----

Residential Address -----

Business Address-----

----- Postal address

Landline/Mobile Phone-----

E-Mail Address-----

Signed:

1. -----Plaintiff/Claimant.

-----Attorney for Plaintiff/Claimant

(Name, address, telephone number, email of Attorney)

*Please attach copies of relevant documents and/or mediation bundle if immediately available.

2. -----/Attorney for Defendant

(Name, address, telephone number, email)

*Please attach copies of relevant documents and/or mediation bundle if immediately available.

To:

The Registrar and

The ADR Administrator

MEDIATION REFERRAL ORDER

Between

A.B. PLAINTIFF/CLAIMANT and

C.D. DEFENDANT

Order

Made the..... day of20 ...

Upon this matter coming on before:

The Registrar/Magistrate/ Judge

And Upon Hearing the Plaintiff/Claimant or Counsel; and

the Defendant or Counsel

AND UPON THE COURT being of the opinion that the parties should try to resolve their dispute in a non-litigious manner by way of Mediation;

THE PARTIES having been provided with information regarding Alternative Dispute Resolution, and in particular, Mediation.

AND THE PARTIES having consented to refer the matter to mediation;

IT IS ORDERED THAT:

- (1) The parties to these proceedings attend a mediation session with a Mediator selected by them or at their direction from the Roster of Mediators (as well as two Alternates), within 10 days of today’s date.
- (2) If the parties fail to select a Mediator or cannot agree upon a mutually acceptable Mediator, within 5 days of this Order, the ADR Administrator shall select a Mediator from the Roster of Mediators, in consultation with the parties where applicable.
- (3) The parties shall sign a Mediation Consent Form as well as a Confidentiality Agreement before the ADR Administrator.
- (4) The parties (or counsel as applicable) shall each prepare a bundle setting out the issues to be resolved, and all the documents they intend to rely on as evidentiary material, and lodge same with the ADR Administrator at least 3 days before the commencement of the mediation session.
- (5) These proceedings are stayed pending the outcome of mediation.

- (6) Following Mediation, the ADR Administrator shall forward the Outcome of Mediation Form as well as the Terms of Settlement Form to the Registrar along with the file on the matter. (7) The Registrar shall refer the file to the court which shall—
- a. enter judgment in accordance with the terms of Settlement;
 - b. fix the matter for directions, or
 - c. where no defence was filed, order that the defence be filed for the suit to take its normal course.
- (8) If any party fails to attend the mediation session without reasonable notice, the file will be returned to the Registrar who shall place same before the Court. If the defaulting party is the plaintiff, the claim will be dismissed with costs; if the defendant, judgment shall be entered against him with costs.
- (9) Where a party unreasonably terminates a mediation session, or refuses to complete the Evaluation Form, the Court shall take that fact into account when making any order as to costs in the proceedings.
- (10) In Court-Aided Mediation, the parties shall pay the prescribed fees at least 7 days before the Mediation session.
- (11) Where a party who has consented to attend Court-Aided Mediation fails to attend, he/she shall forfeit the fees paid.

Registrar/Magistrate/Judge

CONSENT TO MEDIATION FORM

ADR FILE NO.....

REFERRING COURT.....

DATE OF REFERRAL.....

CASE

TITLE.....
.....

The Judge/Magistrate/Registrar, having explained to the parties and their Attorneys (as applicable), the nature of the confidential mediation process, the parties to this action confirm their voluntary consent to mediation.

Proposed Date of Session.....

Mediator Agreed on by the Parties.....

CONSENT GIVEN BY:

Plaintiff(s)/Applicant(s) Name

and Signature of:

1. Plaintiff(s)/Applicant(s).....
.....
.....

2. Plaintiff(s)/Applicant(s)
Attorney(s).....
.....
.....

Defendant(s)/Respondent(s) Name

and Signature of:

1. Defendant(s)/Respondent(s).....
.....
.....

2. Attorney(s).....
.....
.....

Declared thisday of.....20

After the content had been read over/interpreted to

.....

Which he/she seemed to understand before signing/making of mark

.....

Judge/Magistrate/Registrar

CONFIDENTIALITY AGREEMENT

Between

A.B. PLAINTIFF/CLAIMANT and
C.D. DEFENDANT

The parties will participate in a mediation session to be conducted in accordance with the Practice Direction No.1 of 2021 The parties agree that:

- (1) statements made and documents produced in a mediation session and not otherwise discoverable are not subject to disclosure through discovery or any other process and are not admissible into evidence for any purpose, including impeaching credibility;
- (2) the notes, records and recollections of the Mediator conducting the session are confidential and protected from disclosure for all purposes;
- (3) where a mediation has been finalised all notes taken at any session in respect of the mediation shall be destroyed in the presence of the parties;
- (4) no recordings or capture of information by electronic devices shall be allowed in any mediation session;
- (5) at no time shall any party summon, subpoena or call the Mediator as a witness to testify as to the fact of the mediation or as to any oral or written communication made at any stage of the mediation;
- (6) this Agreement shall be binding;

Each of the parties and their Legal Practitioners have read this Agreement and agree to proceed with the mediation on the terms contained herein.

Dated:

.....
.....

Plaintiff/Claimant

Defendant

.....
.....

Attorney for the Plaintiff/Claimant

Attorney for the Defendant

To: ADR ADMINISTRATOR

NOTICE OF SELECTION OF MEDIATOR

Between

A.B. PLAINTIFF/CLAIMANT and

C.D. DEFENDANT

PLEASE TAKE NOTICE that the parties have selected
as Mediator and

.....and
..... as an Alternate from the Roster of Mediators.

Dated:.....

PLAINTIFF/CLAIMANT

Signed: -----

PLAINTIFF/CLAIMANT'S ATTORNEY

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(Name, address, telephone number, email)

DEFENDANT

Dated:

Signed: -----

DEFENDANT'S ATTORNEY

.....

.....
.....
.....
.....
.....
.....
.....

(Name, address, telephone number, email)

To: ADR Administrator

(Name, address, telephone number, email)

NOTICE OF SCHEDULED MEDIATION

Between

A.B. PLAINTIFF/CLAIMANT and

C.D. DEFENDANT

Notice of Scheduled Mediation

TAKE NOTICE that the parties/the Court have/has selected (Name of Mediator) from the Roster of Mediators. The mediation is scheduled to take place on the.....day of

..... (date) from to (time) at the Office of the ADR Administrator at (

When you attend the mediation session, you should bring with you any documents that you consider of central importance to your case. You should plan to remain throughout the scheduled time.

Dated:

Signed: -----

ADR Administrator

(Name, address, telephone number, email)

To: The Mediator

(Name, address, telephone number, email)

To: Plaintiff/Claimant's Legal Practitioner

(Name, address, telephone number, email)

And To: Defendant/Defendant's Legal Practitioner

(Name, address, telephone number, email)

CERTIFICATE OF NON-COMPLIANCE

Between

A.B. PLAINTIFF/CLAIMANT and

C.D. DEFENDANT

PLEASE TAKE NOTICE that

The Claimant/Plaintiff failed to attend the mediation session.

The defendant failed to attend the mediation session.

The claimant or his/her representative opted out of the mediation session after it started/ terminated the mediation session without just cause.

The defendant or his/her representative opted out of the mediation session after it started/ terminated the mediation session without just cause.

Dated:

Signed: -----

Mediator

(Name, address, telephone number, email)

To: ADR Administrator

And to: The Registrar

TERMS OF SETTLEMENT FORM

Between

A.B. PLAINTIFF/CLAIMANT and

C.D. DEFENDANT

PLEASE TAKE NOTICE that the parties herein have settled their dispute

DATE OF SETTLEMENT.....

REFERRING COURT.....

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TERMS OF SETTLEMENT.....

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Plaintiff(s)/Claimant(s)

Name and Signature of:

1. Plaintiff(s)/Claimant(s).....
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.....
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2. Plaintiff(s)/Claimant(s)
Attorney(s).....
.....
.....
.....

Defendant(s)

Name and Signature of:

1. Defendant(s).....
.....

2. Attorney(s).....
.....
.....

NOTICE OF OUTCOME OF MEDIATION

Between

A.B. PLAINTIFF/CLAIMANT and

C.D. DEFENDANT

TAKE NOTICE that a mediation session was scheduled/conducted in this proceeding on the day of, 20.....

(Please check all applicable boxes)

- The parties settled prior to the mediation session.
- The parties settled as a result of the mediation session.
- The parties did not settle.
- The parties settled some issues as a result of the mediation session.
- The terms of the Partial Settlement Agreement on some issues are hereto annexed.
- The terms of the Settlement Agreement on all issues are hereto annexed.
- The parties did not attend the mediation session.
- The mediation session was adjourned to
- The parties requested an extension of the time for mediation.
- The parties attended the mediation session and agreed to meet for further mediation.
- The Mediator/the parties agreed that a Settlement Agreement could not be reached at the mediation session.
- The parties have settled on all issues save for costs, as a result of the mediation session.
- The terms of the Settlement Agreement on all issues save for costs, are hereto annexed.

Dated:-----

Signed: -----

The Mediator

(Name, address, telephone number, email)

Signed: -----

ADR Administrator

To: The Registrar

EVALUATION FORM

FOR PARTIES

Please fill out this form after the mediation session and return it to the ADR Administrator.

All responses to this questionnaire are strictly confidential.

Name of the Mediator _____

Date of the Mediation: _____

Please circle as appropriate:- Plaintiff Defendant Other

1. Were you represented by an Attorney in this case? yes no

(b) If NOT, did you have any difficulty representing yourself? yes no

2. Did you reach an Agreement and settle your case? yes no 3. If

YES,

(a) Were you satisfied with the terms of the Settlement Agreement?

(b) Do you believe the terms of the Settlement Agreement
will finally settle the dispute? yes no

If NO,

Do you think that the Mediator did everything
he/she could to bring about a Settlement Agreement? yes no

Was your mediation conducted in person or remotely (electronic)

Were you satisfied with the mode of mediation (in person/electronic)

Were you satisfied with the mediation facilities and surroundings? yes no

If NO, please identify any areas of dissatisfaction:

Please circle the number, which best reflects how you feel about each of the following statements.

1 - strongly agree 2 - disagree 3- not sure

- | | | | | |
|-----|--|---|---|---|
| (1) | The Mediator explained the mediation process clearly so that I knew what to expect during the mediation session. | 1 | 2 | 3 |
| (2) | The Mediator allowed me / my Attorney to fully present my case. | 1 | 2 | 3 |
| (3) | The Mediator carefully listened to my side of the case. | 1 | 2 | 3 |
| (4) | The Mediator asked appropriate questions to determine the facts in the case. | 1 | 2 | 3 |
| (5) | The Mediator helped me/my Attorney to generate options for settling the dispute. | 1 | 2 | 3 |
| (6) | The Mediator treated all parties equally. | 1 | 2 | 3 |
| (7) | Overall, I was satisfied with the mediation session itself. | 1 | 2 | 3 |
| (8) | Overall, I was satisfied with the way the Mediator handled the session. | 1 | 2 | 3 |
| (9) | If I become a litigant in the future I would try mediation again. | 1 | 2 | 3 |

Please provide any comments you wish to make regarding the Mediator or the mediation process on this form.

Thank you.

EVALUATION FORM FOR ATTORNEYS

Please fill out this form after the mediation session and return it to the ADR Administrator on completion of the mediation session.

All responses to this questionnaire are strictly confidential.

Name of the Mediator _____

Are you the Claimant’s Legal Practitioner Defendant’s Legal Practitioner Other’s Legal Practitioner

Date of Mediation_____

Outcome: not settled settled some issues settled

Type of case (Tort, contract, etc.): _____

Mediator’s level of participation: None Low Medium High

Your comments are important, particularly in instances of a “poor” ranking. We would appreciate you elaborating as much as possible.

1 - poor 2 – satisfactory 3 - very good

- | | | | | |
|-----|--|---|---|---|
| (1) | During the introductory statement, how well did the Mediator explain the mediation process to all parties? | 1 | 2 | 3 |
| (2) | Were you satisfied that your client was allowed to fully present his/her case? | 1 | 2 | 3 |
| (3) | How well did the Mediator understand the FACTUAL issues involved in the case? | 1 | 2 | 3 |
| (4) | How well did the Mediator understand the LEGAL issues involved in the case? | 1 | 2 | 3 |
| (5) | How well did the Mediator ask appropriate questions to determine the facts of the case? | 1 | 2 | 3 |
| (6) | How well did the Mediator clarify the key issues and interests of each party? | 1 | 2 | 3 |
| (7) | How well did the Mediator help the parties generate realistic options to settle the case? | 1 | 2 | 3 |

(8) How well was the Mediator able to resolve or facilitate impasses between the parties? 1 2 3

(9) Overall, how satisfied were you that the Mediator was impartial and treated both sides equally? 1 2 3

(10) Overall, how satisfied were you with the PROCESS of the mediation? 1 2 3

(11) Overall, how satisfied were you with the OUTCOME of the mediation? 1 2 3

(12) Overall, how satisfied were you with the MEDIATOR? 1 2 3

(13) Did you think the assignment of this case to mediation facilitated (or will facilitate) its early resolution? yes no

(14) Do you think mediation was appropriate in this case? yes no (15) Were you satisfied with the way the ADR Administrator worked in this case? yes no

If NOT, why not:

Additional comments:

WITHDRAWAL FROM MEDIATION

Between

A.B. PLAINTIFF/CLAIMANT and

C.D. DEFENDANT

Please take notice that I, -----
hereby apply to withdraw from the Mediation scheduled to take place between the parties on ----
-----Before------(Mediator)

My reasons for withdrawal are as follows:-----

----- (Please check as applicable)

- I wish the court to determine the dispute between the parties
- I wish to submit to the judgment of the court I wish to withdraw my claim before the court.

SIGNED.....DATE.....

To the ADR Administrator

And To: The Registrar/Clerk of Court

MONTHLY RETURN FORM

MONTH.....YEAR.....

DATE	Names of Mediators	No. of Cases Pending for Mediation during the period	No. of Cases referred to Mediation during the period	Number of Mediation Sessions (Include cases not settled)	No. of Mediation sessions aborted and the reasons for non-completion	No. of Cases Settled and disposed of through Mediation

NAME.....

SIGNATURE.....

ADR ADMINISTRATOR

To: The Chief Justice

And To: The Mediation Committee

ISSUED ON 29th September 2021

BY:

THE HONOURABLE MRS. JUSTICE MABEL AGYEMANG

CHIEF JUSTICE

With input from Practice Direction No. 7 of the Eastern Caribbean Supreme Court,
with the permission of the Chief Justice of ECSC.

In Conjunction with:

JOLYON HATMIN

CHIEF MAGISTRATE

TURKS AND CAICOS ISLANDS
LIMITATION OF ACTIONS ORDINANCE 2021

(Ordinance 13 of 2021)

ARRANGEMENT OF SECTIONS

PART I

PRELIMINARY

SECTION

1. Short title and commencement
2. Interpretation
3. Various references defined
4. Application
5. Limitation periods outlined

PART II

ACTIONS FOR DEFAMATION OR OTHER MALICIOUS FALSEHOOD,
TORT, SIMPLE CONTRACT AND OTHER ACTIONS

6. Limitation: action for defamation or malicious falsehood
7. Limitation: action for simple contract, tort and others
8. Limitation: successive conversions and extinction of title of owner of converted goods
9. Limitation: theft of chattel
10. Limitation: action for certain loans
11. Limitation: action on specialty
12. Limitation: claiming contribution
13. Limitation: action for personal injury
14. Limitation for action under Fatal Accidents Ordinance
15. Date of knowledge for purposes of sections 13
16. Special limit for negligence actions where facts relevant to cause of action are not known at date of accrual
17. Overriding limitation for negligence action not involving personal injury

PART III

ACTIONS TO RECOVER LAND AND RENT

18. Limitation: action to recover land
19. Limitation: action to recover foreshore
20. Accrual of right of action: present interests in land
21. Accrual of right of action: future interest
22. Right of action: land subject to tenancy without lease
23. Right of action: land subject to tenancy with lease
24. Accrual of right of action: forfeiture or breach of condition
25. Right of action not to accrue or continue unless there is adverse possession
26. Possession by beneficiary
27. Extinction of title to land
28. Land held in trust
29. Administration to date back to death
30. Cure of defective disentailing assurance
31. Limitation: action to recover rent
32. Limitation: action to recover money secured by charge

PART IV

ACTIONS FOR TRUST PROPERTY OR THE PERSONAL ESTATE OF DECEASED PERSONS

33. Limitation: action for trust property
34. Limitation: action to claim personal estate of deceased person

PART V

MISCELLANEOUS ACTIONS

35. Limitation: action for an account
36. Limitation: action to enforce judgment
37. Limitation: action to recover overpayment or claim underpayment on remuneration
38. Action to recover property obtained through unlawful conduct

PART VI

EXTENSION OR EXCLUSION OF ORDINARY TIME LIMITS

39. Extension of limitation period in case of disability
40. Extension for cases with the limitation period under section 16
41. Fresh accrual of action and acknowledgment or part payment
42. Formal provisions for acknowledgment and part payment
43. Effect of acknowledgment or part payment on persons other than maker or recipient
44. Postponement of limitation period in case of fraud, concealment or mistake
45. Discretionary exclusion of time limit for defamation or malicious falsehood
46. Discretionary exclusion of time limit for actions for personal injury or death

PART VII

GENERAL

47. New claims in pending actions: rules of court
48. Arbitration
49. Transitional and savings
50. Consequential provisions



TURKS AND CAICOS ISLANDS
LIMITATION OF ACTIONS ORDINANCE 2021
(Ordinance 13 of 2021)

Assent.....5th October 2021
Publication in Gazette.....8th October 2021
Commencement..... in accordance with section 1

AN ORDINANCE TO PROVIDE FOR THE BRINGING OF VARIOUS CLASSES OF ACTION AND THE LIMITATION PERIOD FOR THESE VARIOUS ACTIONS, IN CIVIL MATTERS; AND FOR CONNECTED PURPOSES.

PART I
PRELIMINARY

Short title and commencement

1. (1) This Ordinance may be cited as the Limitation of Actions Ordinance 2021 and shall come into operation on such day as the Governor may appoint by Notice published in the *Gazette*.

(2) Different dates may be appointed for different provisions and different purposes.

Interpretation

2. (1) In this Ordinance—
“action” includes any proceeding in a court of law;

“charge” has the same meaning as in the Registered Land Ordinance;

“chargee” has the same meaning as in the Registered Land Ordinance;

“child” means a person who is under the age of eighteen years;

“court” means any court in the Islands where an action is brought, unless specified otherwise in the Ordinance;

“land” has the same meaning as in the Registered Land Ordinance;

“personal estate” and “personal property” do not include chattels real;

“personal injury” includes any disease and impairment of a person’s physical or mental condition; and “injury” and cognate expressions shall be construed accordingly;

“personal representative” includes a person who is or has been a personal representative of the deceased, including an executor who has not proved the will whether or not he has renounced probate;

“ship” includes every description of a vessel used in navigation, but is not propelled by oars;

“trust” has the same meaning as in the Trusts Ordinance;

“trustee” has the same meaning as envisaged in the Trusts Ordinance.

(2) For purposes of this Ordinance a person shall be treated as under a disability while he is a child or has a mental disability.

(3) For purposes of subsection (2) a person has a mental disability—

(a) if he suffers a disability which includes an intellectual disability, a psychiatric condition, an acquired brain injury or dementia, an effect of which is that the person is unable to make reasonable judgment for any matter relating to the person or the person’s property; or

(b) if he is a person who, by reason of a mental disorder within the meaning of the Mental Health Ordinance or any enactment, is incapable of managing and administering his property and affairs.

(4) Without prejudice to the generality of subsection (3), a person shall be conclusively presumed for purposes of subsection (2) to have a mental disability—

- (a) while he is liable to be detained under the Mental Health Ordinance or any enactment dealing with mental disorders; or
- (b) while he is receiving treatment at a hospital within the meaning of the Mental Health Ordinance or any enactment dealing with mental disorders.

Various references defined

3. (1) Subject to subsection (2), a person shall be treated as claiming through another person if he became entitled by, through, under, or by the act of that other person to the right claimed, and any person whose estate or interest might have been barred by a person entitled to an entailed interest in possession shall be treated as claiming through the person so entitled.

(2) A person who becomes entitled to an estate or interest because of a special power of appointment shall not be treated as claiming through the appointor.

(3) A reference in this Ordinance to a right of action to recover land shall include a reference to a right to enter into possession of the land.

(4) A reference to bringing an action in pursuance of a right of action to recover land in accordance with subsection (3) shall include a reference to the making of an entry or distress on that land.

(5) A reference in this Ordinance to a right of action shall include a reference to—

- (a) a cause of action;
- (b) a right to receive money secured by a charge on any property;
- (c) a right to recover proceeds of the sale of land; and
- (d) a right to receive a share or interest in the personal estate of a deceased person.

(6) A reference in this Ordinance to the date of accrual of a right of action shall be construed—

- (a) in the case of an action upon a judgment, as a reference to the date the judgment became enforceable; and

- (b) in the case of an action to recover arrears of rent or interest, or damages for arrears of rent or interest, as a reference to the date the rent or interest became due.

Application

4. (1) Except as otherwise provided in this Ordinance, this Ordinance shall apply to proceedings by or against the Crown in the same manner as it applies to proceedings between persons.

(2) This Ordinance does not apply to—

- (a) any right, title or interest to or in land or immovable property of the Crown;
- (b) any proceedings by the Crown for the recovery of any tax or duty or interest or such tax or duty;
- (c) any forfeiture proceedings under any Ordinance relating to customs or to duties of excise;
- (d) any proceedings for the forfeiture of a ship or aircraft; or
- (e) any action or arbitration for which a limitation period is prescribed by or under any other enactment, whether enacted before or after the enactment of this Ordinance, or to any action or arbitration to which the Crown is a party and for which, if it were between persons, a limitation period would be prescribed by or under any such other enactment.

(3) This Ordinance shall not apply to land known as “generational land”.

(4) For purposes of subsection (3), “generational land” means land in which several persons hold undivided interest, such interest being derived from claims of inheritance from an ancestor, without having followed the legally prescribed procedures for administering the estate of the deceased ancestor.

Limitation periods outlined

5. (1) Parts II to V gives the ordinary time limits for bringing actions of various classes.

(2) The ordinary time limits given under Parts II to V are subject to extension or exclusion in accordance with Part VI.

PART II

ACTIONS FOR DEFAMATION OR OTHER MALICIOUS FALSEHOOD, TORT, SIMPLE CONTRACT AND OTHER ACTIONS

Limitation: action for defamation or malicious falsehood

6. The following actions shall not be brought after the expiration of two years from the date the cause of action accrued—

- (a) an action for libel or slander;
- (b) an action for slander of title;
- (c) an action for slander of goods; or
- (d) an action for any other malicious falsehood.

Limitation: action for simple contract, tort and others

7. (1) The following actions shall not be brought after the expiration of six years from the date the action accrued—

- (a) an action founded on simple contract or on tort;
- (b) an action to enforce an award, where the submission is not by an instrument under seal;
- (c) an action to recover a sum recoverable through any enactment; and
- (d) an action to enforce a recognisance.

(2) Subsection (1)(c) shall not apply to an action to which section 12 applies.

(3) This section shall not apply to an action to which sections 13 and 16 apply.

Limitation: successive conversions and extinction of title of owner of converted goods

8. (1) Where a cause of action for a conversion of a chattel has accrued to a person and, before the person recovers possession of the chattel, a further conversion takes place, an action shall not be brought for the further conversion after the expiration of six years from the accrual of the cause of action of the original conversion.

(2) The title of a person to a chattel shall be extinguished where an action under subsection (1) has accrued to that person and the following applies—

- (a) the period prescribed for bringing that action has expired; and
- (b) the person has not recovered possession of the chattel during that period.

Limitation: theft of chattel

9. (1) Subject to subsection (2), a person's right to bring an action for the theft of a chattel whose chattel is stolen, shall not be subject to the limitation period in sections 7(1)(a) and 8(1).

(2) If a person's title to the chattel is extinguished under section 8(2), the person may not bring an action concerning the theft which occurred before the loss of his title, unless the theft in question occurred before the conversion from which time began to run for the purposes of section 8(2).

(3) Subsections (1) and (2) shall apply to a conversion related to the theft of a chattel as it applies to the theft of a chattel.

(4) Subject to subsections (5), (6) and (7), every conversion following the theft of a chattel, and before the person from whom it is stolen recovers possession of it, shall be regarded for the purposes of this section as related to the theft.

(5) If anyone purchases a stolen chattel in good faith, the purchase or a conversion following it shall not be regarded to be related to the theft.

(6) A cause of action accruing for the theft or a conversion related to the theft of a chattel to a person from whom the chattel is stolen shall be disregarded for the purpose of applying section 8 to that person's case.

(7) Where in an action brought for the conversion of a chattel it is proved that the chattel was stolen from the plaintiff or anyone through whom he claims, it shall be presumed that a conversion following the theft is related to the theft unless the contrary is shown.

(8) In this section "theft" includes—

- (a) conduct outside the Islands which would be theft if committed in the Islands; and
- (b) obtaining a chattel in the Islands or elsewhere—
 - (i) in the circumstances described under section 24(1) of the Theft Ordinance; or
 - (ii) by blackmail within the meaning of section 33 of the Theft Ordinance,

and a reference in this section to a chattel being “stolen” shall be construed accordingly.

Limitation: action for certain loans

10. (1) Subject to subsection (3), section 7(1)(a) shall not bar the right of action on a contract of loan to which this section applies.

(2) Subject to subsection (3), this section applies to a contract of loan which—

(a) does not provide for repayment of the debt on or before a fixed or determinable date; and

(b) does not effectively, whether or not it purports to do so, make the obligation to repay the debt conditional on a demand for repayment made by or on behalf of the creditor or on another matter.

(3) This section does not apply, where in connection with taking the loan, the debtor enters into a collateral obligation to pay the amount of the debt or a part of it (for example, by delivering a promissory note as security for the debt) on terms which would exclude the application of this section to the contract of loan if they applied directly to repayment of the debt.

(4) Where a demand in writing for repayment of a debt under a contract of loan to which this section applies is made—

(a) by or on behalf of the creditor; or

(b) where there are joint creditors, by or on behalf of any one of them,

section 7(1)(a) shall apply as if the cause of action to recover the debt had accrued on the date the demand was made.

(5) In this section “promissory note” has the same meaning as in the Bills of Exchange Law.

Limitation: action on specialty

11. (1) An action upon specialty shall not be brought after the expiration of twelve years from the date the cause of action accrued.

(2) Subsection (1) shall not affect an action for which a shorter limitation period is provided under this Ordinance.

Limitation: claiming contribution

12. (1) An action to recover contribution by or for a person entitled to a right to recover contribution for any damage from

another person, shall not be brought after the expiration of two years from the date that right accrued.

(2) The date when a right to recover contribution for any damage accrued to a person shall be ascertained in terms of subsections (3), (4) and (5).

(3) If a person is held liable for any damage—

- (a) by a judgment given in any civil proceedings; or
- (b) by an award made on any arbitration,

the relevant date shall be the date the judgment is given or the date of the award.

(4) For purposes of subsection (3) an account shall not be taken on a judgment or award given or made on appeal, where it varies the amount of damages awarded against the person.

(5) If a person makes or agrees to make a payment to another person in compensation for a damage, not in the circumstances stated under subsections (3) and (4), whether the person admits liability for the damage or not, the relevant date shall be the earliest date the amount to be paid by him is agreed between him or his representative and the person to whom the payment is to be made.

(6) For purposes of this section “contribution” means a claim of contribution by a tortfeasor or a person who has already paid damages to a plaintiff, from another tortfeasor or person whom it is asserted shares the liability in damages, for part of his liability to the plaintiff.

(7) An action to recover contribution shall be an action to which sections 39, 44 and 47 apply.

(8) Part VI, except for the sections stated under subsection (7), does not apply to this section.

Limitation: action for personal injury

13. (1) This section applies to an action for damages for negligence, nuisance or breach of duty, whether the duty exists—

- (a) because of a contract or of a provision made by or under any enactment; or
- (b) independently of the contract or provision stated in paragraph (a),

where the damages claimed by the plaintiff for the negligence, nuisance or breach of duty consist of or include damages for a personal injury to the plaintiff or another person.

(2) Subject to subsection (3), an action brought under this section shall not be brought after the expiration of three years from—

(a) the date the cause of action accrued; or

(b) the date of knowledge, if later than the date in paragraph (a), of the person injured.

(3) If an injured person dies before the end of the period specified in subsection (2), the applicable period regarding the cause of action surviving for the benefit of the deceased's estate shall be three years from—

(a) the date of death; or

(b) the date of the personal representative's knowledge,

whichever is later.

(4) For purposes of this section, consideration shall be given to knowledge acquired by a personal representative while he was a personal representative or previously.

(5) If there is more than one personal representative and their dates of knowledge are different, subsection (3)(b) shall be read as referring to the earliest of those dates.

Limitation for action under Fatal Accidents Ordinance

14. (1) An action under the Fatal Accidents Ordinance shall not be brought if the death occurred when the injured person could no longer maintain an action to receive damages for the injury, whether because of a time limit in this Ordinance or in any other enactment, or for any reason.

(2) Where an action by an injured person would have been barred by the time limit in section 13, account shall not be taken of the possibility of that time limit being overridden under section 46.

(3) Unless otherwise stated, other time limits under this Ordinance shall not apply to an action under the Fatal Accidents Ordinance, but such action shall not be brought after the expiration of one year from the date of death.

(4) An action under the Fatal Accidents Ordinance shall be an action to which sections 39, 46 and 47 apply.

(5) Part VI, except for the sections stated in subsection (4) does not apply to this section.

Date of knowledge for purposes of sections 13

15. (1) In section 13 reference to a person's date of knowledge is a reference to the date the person first had knowledge—

- (a) that the injury in question was significant;
- (b) that the injury was attributable in whole or in part to the act or omission which is alleged to constitute negligence, nuisance or breach of duty;
- (c) of the identity of the defendant; and
- (d) if it is alleged that the act or omission was that of a person other than the defendant, of the identity of that person and the additional facts supporting the bringing of an action against the defendant,

and knowledge that an act or omission did or did not, as a matter of law, involve negligence, nuisance or breach of duty is irrelevant.

(2) For purposes of this section, an injury is significant if the person whose date of knowledge is in question would reasonably have considered it sufficiently serious to justify his instituting proceedings for damages against a defendant who did not dispute liability and was able to satisfy a judgment.

(3) For purposes of this section, a person's knowledge includes knowledge which he might reasonably have been expected to acquire—

- (a) from the facts observable or ascertainable by him; or
- (b) from the facts ascertainable by him with the help of medical or other appropriate expert advice which it is reasonable for him to seek.

(4) A person shall not be fixed under subsection (3) with knowledge of a fact ascertainable only with the help of expert advice, as long as the person has taken all reasonable steps to obtain, and where appropriate, to act on that advice.

Special limit for negligence actions where facts relevant to cause of action are not known at date of accrual

16. (1) This section applies to an action for damages for negligence, not being an action to which section 13 applies, where the starting date of calculating the limitation period in subsection (2)(b) falls after the date the cause of action accrued.

(2) An action under this section shall not be brought after the expiration of—

- (a) six years from the date the cause of action accrued;
or
- (b) three years from the starting date defined under subsection (3), if that period expires later than the period stated in paragraph (a).

(3) For purposes of this section, the starting date for calculating the limitation period in subsection (2)(b) is the earliest date which the plaintiff or any person in whom the cause of action was vested before him first had both the knowledge required for bringing an action for damages for the relevant damage and a right to bring such an action.

(4) For purposes of subsection (3), “the knowledge required for bringing an action for damages for the relevant damage” means knowledge—

- (a) of the material facts about the damage for which the damages are claimed; and
- (b) of other facts relevant to the current action stated under subsection (5).

(5) For purposes of subsection (4)—

- (a) the material facts about the damage referred to in paragraph (a) are the facts about the damage that would lead a reasonable person who had suffered such damage to consider it sufficiently serious to justify that person to institute proceedings for damages against a defendant who did not dispute liability and was able to satisfy a judgment; and
- (b) the other facts referred to in paragraph (b) are—
 - (i) that the damage was attributable in whole or in part to the act or omission which is alleged to constitute negligence;
 - (ii) the identity of the defendant; and
 - (iii) if it is alleged that the act or omission was that of a person other than the defendant, the identity of that person and the additional facts supporting the bringing of an action against the defendant.

(6) Knowledge that an act or omission did or did not, as a matter of law, involve negligence is irrelevant for purposes of subsection (3).

(7) For purposes of this section “a person’s knowledge” includes knowledge which he might reasonably have been expected to acquire—

- (a) from facts observable or ascertainable by him; or
- (b) from facts ascertainable by him with the help of appropriate expert advice which it is reasonable for him to seek.

(8) A person shall not be taken by virtue of subsection (7) to have knowledge of a fact ascertainable only with the help of expert advice, as long as the person has taken reasonable steps to obtain and, where appropriate, to act on that advice.

Overriding limitation for negligence action not involving personal injury

17. (1) An action for damages of negligence, not being an action to which section 13 applies, shall not be brought after the expiration of fifteen years from the date an act or omission occurred—

- (a) which is alleged to constitute negligence; and
- (b) which is alleged to be attributed to the damages claimed, in whole or in part.

(2) For purposes of subsection (1), if there is more than one date, the date applicable is the last of the dates.

(3) This section bars the right of action in a case to which subsection (1) applies, notwithstanding that—

- (a) the cause of action has not yet accrued; or
- (b) where section 16 applies to the action, the date which is the starting date of calculating the period stated in subsection (2)(b) of that section has not yet occurred,

before the end of the limitation period prescribed by this section.

PART III

ACTIONS TO RECOVER LAND AND RENT

Limitation: action to recover land

18. (1) An action, except an action to recover land acquired by prescription under the Registered Land Ordinance, shall not be brought by any person to recover land after the expiration of twelve years from the date the right of action accrued to him, or if it accrued first to some person through whom he claims, to that person.

(2) Subject to subsection (3) to (5), an action shall not be brought by a person entitled to an estate or interest after the end of twelve years from the date the right of action accrued to the person entitled to the preceding estate or interest, or six years from the date the right of action accrued to the person entitled to the succeeding estate or interest, whichever period expires last, where—

(a) the estate or interest claimed was an interest in reversion or remainder or other future estate or interest, and the right of action to recover the land accrued on the date the estate or interest fell into possession by the determination of the preceding estate or interest; and

(b) the person entitled to the preceding estate or interest, not being a term of years absolute, was not in possession of the land on that date.

(3) Subsection (2) shall not apply to an estate or interest which—

(a) falls into possession on the determination of an entailed interest; and

(b) might have been barred by the person entitled to the entailed interest.

(4) A person shall not bring an action to recover an estate or interest in land under an assurance which took effect after the right of action to recover land had accrued to—

(a) the person by whom the assurance was made;

(b) the person who he claimed through; or

(c) the person who is entitled to a preceding estate or interest,

unless an action is brought within the period during which the person by whom the assurance was made could have brought an action.

(5) A person who is entitled to both an estate or interest in land in possession and to a future estate or interest in that land, whose right of action is barred under this Ordinance, shall not bring an action in respect of the future estate or interest, unless possession of the land has been recovered by a person entitled to an intermediate estate or interest.

Limitation: action to recover foreshore

19. (1) Section 18 applies to this section relating to actions to recover foreshore, but with the necessary modifications.

(2) In this section “foreshore” means the shore and bed of the sea and of any tidal water, below the line of the medium high tide between the spring tides and the neap tides.

Accrual of right of action: present interests in land

20. (1) Where a person bringing an action to recover land or another person through whom he claims has been in possession of land, and has while entitled to the land been dispossessed or discontinued of his possession, the person’s right of action shall be treated as having accrued on the date of the dispossession or discontinuance.

(2) Where a person brings an action to recover land of a deceased person, whether under a will or on intestacy, and the deceased person—

(a) was on the date of his death in possession of the land; or

(b) was the last person entitled to the land to be in possession of it,

the right of action shall be treated as having accrued on the date of his death.

(3) Where a person brings an action to recover land, by other means than by a will, which is an estate or interest in possession assured to him or to a person through whom he claims, and—

(a) the person making the assurance was on the date when the assurance took effect in possession of the land; or

(b) the person has not been in possession of the land by virtue of the assurance,

the right of action shall be treated as having accrued on the date when the assurance took effect.

Accrual of right of action: future interest

21. A right of action to recover land where—

(a) the estate or interest claimed was an estate or interest in reversion or remainder, or any other future share or interest; and

(b) a person has not taken possession of the land by virtue of the estate or interest claimed,

shall be treated as having accrued on the date the estate or interest fell into possession by the determination of the preceding estate or interest.

Right of action: land subject to tenancy without lease

22. (1) A right of action for a person entitled to land subject to tenancy shall accrue on the date the tenancy is determined.

(2) A tenancy from year to year or other period, without a lease in writing shall for purposes of this section be treated as being determined at the expiration of the first year or other period.

(3) Where rent has subsequently been received on the tenancy, the right of action shall be treated as having accrued on the date of the last receipt of the rent.

Right of action: land subject to tenancy with lease

23. (1) A right of action to recover land by a person who is rightfully entitled to land, shall be treated as having accrued on the date when the rent was first received by the person wrongfully claiming to be entitled to that land, and not on the date of determination of the lease.

(2) Subsection (1) applies where—

(a) a person is in possession of land by virtue of a lease in writing for a rent of not less than \$12 a year;

(b) the rent is received by a person who wrongfully claims to be entitled to the land in reversion immediately expectant on the determination of the lease; and

(c) the person who is rightfully entitled to the land does not receive the rent.

(3) This section does not apply to a lease granted by the Crown.

Accrual of right of action: forfeiture or breach of condition

24. (1) Subject to subsection (2), a right of action to recover land because of a forfeiture or breach of condition shall be treated as having accrued on the date the forfeiture was incurred or the breach to the condition occurred.

(2) If a right under subsection (1)—

(a) has accrued to a person entitled to an estate or interest in reversion or remainder; and

(b) the land was not recovered because of that right,

the right of action to recover the land shall not be treated as having accrued to that person until his estate or interest fell into

possession, as if the forfeiture or breach of condition had not occurred.

Right of action not to accrue or continue unless there is adverse possession

25. (1) A right of action to recover land shall not be treated as accruing unless a person is in adverse possession of the land.

(2) Where a right of action is treated as accruing on a certain date and no person is in adverse possession on that date, the right of action shall not be treated as accruing until adverse possession is taken of the land.

(3) Where a right of action to recover land has accrued and after its accrual, before the right is barred, the land ceases to be in adverse possession, the right of action shall no longer be treated as having accrued, and no fresh right of action shall be treated as accruing until the land is again taken in adverse possession.

(4) For purposes of subsections (1) to (3), “adverse possession” means acquiring possession of land by prescription as specified in section 135 of the Registered Land Ordinance.

(5) For purposes of this section a person shall be treated as having acquired adverse possession of land if they have acquired the land in terms of Part IX of the Registered Land Ordinance.

(6) In determining whether a person occupying land is in adverse possession of the land, it shall not be assumed by implication of law that the person’s occupation is by permission of the person entitled to the land, merely by virtue of the fact that the person’s occupation is not inconsistent with the owner’s present or future enjoyment of the land.

(7) In determining whether a person occupying the land is in adverse possession of the land, the court shall take into account whether or not the owner of the land had actual knowledge that the person occupying the land was in possession of that land, adverse to his interest.

Possession by beneficiary

26. A right of action to recover land shall not be treated for the purposes of this Ordinance as accruing, during possession of any land which is subject to a trust by a person entitled to beneficial interest in land (not being a person solely or absolutely entitled to the land) to a person in whom the land is vested—

(a) as a trustee; or

(b) to a person entitled to a beneficial interest in the land.

Extinction of title to land

27. Subject to section 28, the title of a person to land shall be extinguished—

- (a) at the expiration of the period prescribed by this Ordinance for a person to bring an action; and
- (b) for land acquired by prescription under the Registered Land Ordinance, at the completion of registration of the land.

Land held in trust

28. (1) Subject to section 33(1) and (2), this Ordinance shall apply to equitable interests in land as it applies to legal estates.

(2) A right of action to recover land shall be treated as accruing to a person entitled in possession to an equitable interest in the same manner and circumstances, and on the same date, as it would accrue if the person's interest were a legal estate in the land.

(3) Where land is held upon trust and the period prescribed by this Ordinance has expired for the bringing of an action to recover the land by a trustee, the estate of the trustee shall not be extinguished if the right of action to recover land of a person entitled to a beneficial interest in the land has not accrued or has not been barred by this Ordinance.

(4) For purposes of subsection (3), where a right of action has been barred by this Ordinance, the estate of the trustee shall be extinguished.

(5) Where land is held upon trust, an action to recover the land may be brought by the trustee on behalf of a person entitled to a beneficial interest in possession in the land, whose right of action has not been barred by this Ordinance, notwithstanding that the right of action would apart from this subsection, have been barred by this Ordinance.

Administration to date back to death

29. For purposes of this Ordinance, for actions for the recovery of land, an administrator of the estate of a deceased person shall be treated as claiming as if there had been no interval of time between the death of the deceased person and the grant of the letters of administration.

Cure of defective disentailing assurance

30. (1) This section applies where—

(a) a person entitled in remainder to an entailed interest in any land—

(i) makes an assurance of his interest which fails to bar the issue in tail, or the estate and interest taking effect on the determination of the entailed interest; or

(ii) fails to bar the estate and interest only; and

(b) a person takes possession of the land because of the assurance.

(2) If the person taking possession of the land because of the assurance, or another person is in possession of the land for twelve years from the commencement of the time when the assurance could have operated as an effective bar, the assurance shall immediately operate, and be treated as having always operated, to bar the issue in tail and the estate and interest taking effect on the determination of the entailed interest.

(3) The reference in subsection (2) to the time when the assurance could have operated as an effective bar is a reference to the time at which the assurance if it had been executed by the person entitled to the entailed interest, would have operated, without the consent of any other person, to bar the issue in tail and the estate and interest taking effect on the determination of the entailed interest.

Limitation: action to recover rent

31. An action shall not be brought or distress made to recover arrears of rent or damages for arrears of rent, after the expiration of six years from the date the arrears became due.

Limitation: action to recover money secured by charge

32. (1) An action shall not be brought after the expiration of twelve years from the date the right to receive the money accrued, to recover—

(a) a principal sum of money secured by a charge on property, whether real or personal property; or

(b) proceeds of land.

(2) An action for enforcement of a charge shall not be brought after the expiration of twelve years from the date the right to enforce a charge accrued.

(3) The right to receive a principal sum of money secured by a charge, and the right to enforce a charge on property subject to the charge, shall not be treated as accruing while that property comprises—

- (a) a future interest; or
- (b) a life insurance policy which has not matured or been determined.

(4) Subject to subsection (5), an action to recover—

- (a) arrears of interest payable, to a sum of money secured by a charge, or to proceeds of the sale of land; or
- (b) damages for such arrears,

shall not be brought after the expiration of six years from the date the interest became due.

(5) An interest shall not be treated as becoming due before the right to recover the principal sum of money has accrued or is treated as having accrued, where—

- (a) the property subject to the charge comprised a future interest or life insurance policy; and
- (b) it is a term of the charge that arrears of interest shall be treated as part of the principal sum of money secured by the charge.

PART IV

ACTIONS FOR TRUST PROPERTY OR THE PERSONAL ESTATE OF DECEASED PERSONS

Limitation: action for trust property

33. (1) A limitation period under this Ordinance shall not apply to the following actions by a beneficiary under a trust—

- (a) an action for fraud or fraudulent breach of trust to which the trustee was a party or privy to; or
- (b) an action to recover from the trustee, trust property or the proceeds of the trust property in the possession of the trustee or previously received by the trustee and converted to his use.

(2) Where a trustee who is also a beneficiary under a trust receives or retains trust property or its proceeds as his share on a distribution of trust property under the trust, the beneficiary's liability in an action brought by virtue of subsection (1)(b) to

recover that property or its proceeds after the expiration of the limitation period prescribed under this Ordinance for bringing an action to recover trust property, shall be limited to the excess over his proper share.

(3) Subsection (2) applies if the trustee acted honestly and reasonably in making the distribution.

(4) Subject to subsections (1) to (3), an action by a beneficiary to recover trust property or for a breach of trust, not being an action which a limitation period is prescribed under this Ordinance shall not be brought after the expiration of six years from the date the right of action accrued.

(5) For the purposes of subsection (4), the right of action shall not be treated as having accrued to a beneficiary entitled to a future interest in the trust property until the interest fell into possession.

(6) A beneficiary against whom there would have been a good defence under this Ordinance, shall not derive a greater or other benefit from a judgment or order obtained by another beneficiary than he could have obtained if he had brought the action and this Ordinance had been pleaded in defence.

Limitation: action to claim personal estate of deceased person

34. Subject to section 33(1) and (2)—

- (a) an action for a claim to the personal estate of a deceased person or to a share or interest in the estate, whether under a will or on intestacy, shall not be brought after the expiration of twelve years from the date the right to receive the share or interest accrued; and
- (b) an action to recover arrears of interest for a legacy or damages of the arrears, shall not be brought after the expiration of six years from the date the interest became due.

PART V

MISCELLANEOUS ACTIONS

Limitation: action for an account

35. An action for an account shall not be brought after the expiration of a limitation period under this Ordinance which is applicable to the claim which is the basis of the duty to account.

Limitation: action to enforce judgment

36. (1) An action shall not be brought upon a judgment after the expiration of six years from the date which the judgment became enforceable.

(2) Arrears of interest for a judgment debt shall not be recovered after the expiration of six years from the date the interest became due.

Limitation: action to recover overpayment or claim underpayment on remuneration

37. (1) An action to recover money from a person, for money paid by way of remuneration or purported remuneration, under a mistake where it results to overpayment, shall not be brought after the expiration of three years from the date of discovery of that payment.

(2) An action to claim money from an employer, for money not paid in forms of remuneration shall not be brought after the expiration of three years from the date of discovery of that underpayment.

(3) For purposes of this section “remuneration” includes a salary, allowance, gratuity or pension, or any money due to a person in his terms and conditions of employment.

Action to recover property obtained through unlawful conduct

38. (1) Section 102 of the Proceeds of Crime Ordinance applies in terms of actions to be brought for a recovery order for recoverable property, including an external order under that Ordinance.

(2) The time limits provided under this Ordinance shall not apply to any proceedings for recovery of proceeds of crime under the Proceeds of Crime Ordinance.

PART VI

EXTENSION OR EXCLUSION OF ORDINARY TIME LIMITS

Extension of limitation period in case of disability

39. (1) Subject to this section, if on the date when a right of action accrued for an action with a limitation period prescribed under this Ordinance, the person to whom the right accrued was under disability, the action may be brought at any time before the expiration of six years from the date when the person ceased to

be under disability or died, whichever occurs first, notwithstanding that the limitation period has expired.

(2) This section shall not affect a case where the right of action first accrued to a person who is not under a disability, through whom the person under a disability claims.

(3) When a right of action which has accrued to a person under a disability accrues to another person under disability on the death of the first person under disability, no further extension of time shall be allowed by reason of the disability of the second person.

(4) An action to recover land or money charged on land shall not be brought by virtue of this section by any person after the expiration of thirty years from the date on which the right of action accrued to that person or another person through whom he claims.

(5) If the action is one to which section 6 applies, subsection (1) shall have effect—

(a) in the case of an action for libel or slander, as if for the words “at any time before the expiration of six years from the date when the person ceased to be under disability or died, whichever occurs first” there were substituted the words “by him at any time before the expiration of one year from the date on which he ceased to be under a disability”; and

(b) in the case of an action for slander of title, slander of goods or other malicious falsehood, as if for the words “six years” there were substituted the words “one year”.

(6) If the action is one to which section 11 applies, subsection (1) shall have effect as if for the words “six years” there were substituted the words “two years”.

(7) If the action is one to which section 13 applies, subsection (1) shall have effect as if for the words “six years” there were substituted the words “three years”.

Extension for cases with the limitation period under section 16

40. (1) Subject to subsection (2), if in the case of an action for which the limitation period is prescribed by section 16—

(a) the period applicable in accordance with subsection (2) of that section is the period stated in paragraph (b) of that subsection;

(b) on the date which is for the purposes of that section the starting date for reckoning that period the person by reference to whose knowledge that date fell to be determined under subsection (3) of that section was under a disability; and

(c) section 39 does not apply,

the action may be brought at any time before the expiration of three years from the date when the person ceased to be under a disability or died, whichever occurred first, notwithstanding that the period stated above has expired.

(2) An action may not be brought by virtue of subsection (1) after the end of the limitation period specified in section 18.

Fresh accrual of action and acknowledgment or part payment

41. (1) Subsections (2) and (3) apply where any right of action, including a right of action to enforce a charge to recover land or any right of a chargee of personal property to bring an action for the property has accrued.

(2) If the person in possession of the land, or personal property in question acknowledges the title of the person to whom the right of action has accrued the right shall be treated as having accrued on and not before the date of the acknowledgment.

(3) In the case of an action to enforce a charge by a chargee, if the personal property in question or the person liable for the charge makes any payment for the debt, whether of principal or interest, the right shall be treated as having accrued on and not before the date of the payment.

(4) Subject to subsection (5), where any right of action has accrued to recover—

(a) any debt or other liquidated pecuniary claim; or

(b) any claim to the personal estate of a deceased person or to any share or interest in any such estate,

and the person liable or accountable for the claim acknowledges the claim or makes any payment in respect of it, the right shall be treated as having accrued on and not before the date of the acknowledgment or payment.

(5) A payment of a part of the rent or interest due at any time shall not extend the period for claiming the remainder then due, but any payment of interest shall be treated as a payment for the principal debt.

(6) Subject to subsection (5), a current limitation period may be repeatedly extended under this section by further acknowledgments or payments, but a right of action, once barred under this Ordinance, shall not be revived by any subsequent acknowledgment or payment.

Formal provisions for acknowledgment and part payment

42. (1) An acknowledgment made under section 41 shall be in writing and signed by the person making it.

(2) An acknowledgment or payment made under section 41—

(a) may be made by the agent of the person by whom it is required to be made under that section; and

(b) shall be made to the person, or to an agent of the person, whose title or claim is being acknowledged or, for whose claim the payment is being made.

Effect of acknowledgment or part payment on persons other than maker or recipient

43. (1) An acknowledgement of the title to any land or land subject to a charge by any person in possession of it shall bind all other persons in possession during the ensuing limitation period.

(2) An acknowledgment of any debt or other liquidated pecuniary claim shall bind the acknowledger and his successor, but not any other person.

(3) A payment made in respect of any debt or other liquidated pecuniary claim shall bind all persons liable in respect of the debt or claim.

(4) An acknowledgement by one of several personal representatives of any claim—

(a) to the personal estate of a deceased person; or

(b) to any share or interest in the estate referred to under paragraph (a);

(c) or a payment by one of several personal representatives in respect of that claim,

shall bind the estate of the deceased person.

(5) In this section, “successor”, in relation to any chargee or person liable for any debt or claim, means his personal representative and any other person on whom the rights under the charge or, as the case may be, the liability for the debt or claim devolve, whether on death or bankruptcy or the disposition of

property or the determination of a limited estate or interest in settled property or otherwise.

Postponement of limitation period in case of fraud, concealment or mistake

44. (1) Subject to subsection (3) and (4) , where in the case of an action for which a limitation period is prescribed under this Ordinance, either—

- (a) the action is based upon the fraud of the defendant;
- (b) any fact relevant to the plaintiff's right of action has been deliberately concealed from him by the defendant; or
- (c) the action is for relief from the consequences of a mistake,

the limitation period shall not begin to run until the plaintiff has discovered the fraud, concealment or mistake, or could with reasonable diligence have discovered it.

(2) Reference in subsection (1) to the defendant include references to the defendant's agent and to any person through whom the defendant claims and his agent.

(3) For the purposes of subsection (1), deliberate commission of a breach of duty in circumstances in which it is unlikely to be discovered for some time, amounts to deliberate concealment of the facts involved in that breach of duty.

(4) Nothing in this section shall enable any action—

- (a) to recover, or recover the value of, any property; or
- (b) to enforce any charge against, or set aside any transaction affecting any property,

to be brought against the purchaser of the property or any person claiming through him in any case where the property has been purchased for valuable consideration by an innocent third party since the fraud or concealment, or the transaction in which the mistake was made took place.

(5) A purchaser is an innocent third party for the purposes of this section—

- (a) in the case of fraud or concealment of any fact relevant to the plaintiff's right of action, if he was not a party to the fraud or to the concealment of that fact, and did not at the time of the purchase know or have reason to believe that the fraud or concealment had taken place; and

(b) in the case of a mistake, if he did not at the time of the purchase know or have reason to believe that the mistake had been made.

(6) Sections 16 and 17 shall not apply to any action to which subsection (1)(b) applies.

Discretionary exclusion of time limit for actions for defamation or malicious falsehood

45. (1) If it appears to the court that it would be equitable to allow an action to proceed having regard to the degree to which—

(a) the operation of section 6 prejudices the plaintiff or any person whom he represents; and

(b) any decision of the court under this subsection would prejudice the defendant or any person whom he represents,

the court may direct that that section shall not apply to the action or shall not apply to any specified cause of action to which the action relates.

(2) When acting under this section, the court shall consider all the circumstances of the case and in particular to—

(a) the length of, and the reasons for, the delay on the part of the plaintiff;

(b) where the reason or one of the reasons for the delay was that all or any of the facts relevant to the cause of action did not become known to the plaintiff until after the end of the period stated in section 6—

(i) the date on which any such facts did become known to him; and

(ii) the extent to which he acted promptly and reasonably once he knew whether or not the facts in question might be capable of giving rise to an action; and

(c) the extent to which, having regard to the delay, relevant evidence is likely—

(i) to be unavailable; or

(ii) to be less cogent than if the action had been brought within the period stated in section 6.

(3) In the case of an action for slander of title, slander of goods or other malicious falsehood brought by a personal representative—

- (a) the references in subsection (2) to the plaintiff shall be construed as including the deceased person to whom the cause of action accrued and any previous personal representative of that person; and
- (b) nothing in section 40 shall be construed as affecting the court's discretion under this section.

Discretionary exclusion of time limit for actions for personal injury or death

46. (1) If it appears to the court that it would be equitable to allow an action to proceed having regard to the degree to which—

- (a) section 13 prejudices the plaintiff or any other person whom he represents; and
- (b) any decision of the court under this subsection would prejudice the defendant or any other person whom he represents,

the court may direct that those provisions shall not apply to the action, or shall not apply to any specified cause of action to which the action relates.

(2) When acting under this section the court shall consider all the circumstances of the case and in particular—

- (a) the length of, and the reasons for, the delay on the part of the plaintiff;
- (b) the extent to which, having regard to the delay, the evidence adduced or likely to be adduced by the plaintiff or the defendant is or is likely to be less cogent than if the action had been brought within the time allowed by section 13;
- (c) the conduct of the defendant after the cause of action arose, including the extent, if any, to which the defendant responded to requests reasonably made by the plaintiff for information or inspection for the purpose of ascertaining facts which were or might be relevant to the plaintiff's cause of action against the defendant;
- (d) the duration of any disability of the plaintiff arising after the date of the accrual of the cause of action;

- (e) the extent to which the plaintiff acted promptly and reasonably once he knew whether or not the act or omission of the defendant, to which the injury was attributable, might be capable at that time of giving rise to an action for damages; or
- (f) the steps, if any, taken by the plaintiff to obtain medical, legal or other expert advice and the nature of any such advice he may have received.

(3) In a case where the person injured died when, because of section 13, he could no longer maintain an action and recover damages in respect of the injury, the court shall have regard in particular to the length of, and the reasons for, the delay on the part of the deceased.

(4) References in this section to section 13 include references to that section as extended by any of the provisions of this Part.

PART VII

GENERAL PROVISIONS

New claims in pending actions: rules of court

47. (1) For the purposes of this Ordinance, any new claim made in the course of any action shall be deemed to be a separate action and to have been commenced—

- (a) in the case of a new claim made in or by way of third party proceedings, on the date on which those proceedings were commenced; and
- (b) in the case of any other new claim, on the same date as the original action.

(2) In this section a new claim means any claim by way of set-off or counterclaim, and any claim involving either—

- (a) the addition or substitution of a new cause of action; or
- (b) the addition or substitution of a new party,

and “third party proceedings” means any proceedings brought in the course of any action by any party to the action against a person not previously a party to the action, other than proceedings brought by joining any such person as defendant to any claim already made in the original action by the party bringing the proceedings.

(3) Except as provided by section 46 or by rules of court, a court shall allow a new claim within subsection (1)(b), other than an original set-off or counterclaim, to be made in the course of any action after the expiration of any time limit under this Ordinance which would affect a new action to enforce that claim.

(4) For the purposes of subsection (3), a claim is an original set-off or an original counterclaim if it is a claim made by way of set-off or, as the case may be, by way of counterclaim by a party who has not previously made any claim in the action.

(5) Rules of court may provide for allowing a new claim to which subsection (3) applies to be made in accordance with that subsection, but only if the conditions specified in subsection (6) are satisfied, and subject to any further restrictions the rules may impose.

(6) The conditions referred to in subsection (5) are the following—

(a) in the case of a claim involving a new cause of action, if the new cause of action arises out of the same facts or substantially the same facts as are already in issue on any claim previously made in the original action; and

(b) in the case of a claim involving a new party, if the addition or substitution of the new party is necessary for the determination of the original action.

(7) The addition or substitution of a new party shall not be regarded for the purposes of subsection (6)(b) as necessary for the determination of the original action unless either—

(a) the new party is substituted for a party whose name was given in any claim made in the original action in mistake for the new party's name; or

(b) any claim already made in the original action cannot be maintained by or against an existing party unless the new party is joined or substituted as plaintiff or defendant in that action.

(8) Subject to subsection (5), rules of court may provide for allowing a party to any action to claim relief in a new capacity in respect of a new cause of action notwithstanding that he had no title to make that claim at the date of the commencement of the action.

(9) Subsection (8) shall not be taken as prejudicing the power of rules of court to provide for allowing a party to claim relief in a new capacity without adding or substituting a new cause of action.

(10) Subsections (3) to (9) shall apply in relation to a new claim made in the course of third party proceedings as if those proceedings were the original action, and subject to such other modifications as may be prescribed by rules of court in any case or class of case.

Arbitration

48. (1) This Ordinance shall apply to arbitrations as they apply to actions in the Supreme Court.

(2) Notwithstanding any term in an arbitration agreement to the effect that no cause of action shall accrue in respect of any matter required by the agreement to be referred until an award is made under the agreement, the cause of action shall, for the purposes of this Ordinance and any other enactment, whether in their application to arbitrations or to other proceedings, be deemed to have accrued in respect of any such matter at the time when it would have accrued but for that term in the agreement.

(3) For the purposes of this Ordinance and of any other enactment, an arbitration shall be treated as being commenced—

(a) when one party to the arbitration serves on the other party, a notice requiring the other to appoint an arbitrator or to agree to the appointment of an arbitrator; or

(b) where the arbitration agreement provides that the reference shall be to a person named or designated in the agreement, when one party to the arbitration serves on the other party a notice requiring him to submit the dispute to the person so named or designated.

(4) A notice under subsection (3) may be served either—

(a) by delivering it to the person on whom it is to be served;

(b) by leaving it at the usual or last-known place of abode in the Islands, of that person;

(c) by sending it by post in a registered letter addressed to that person at his usual or last-known place of abode in the Islands; or

(d) in any other manner provided in the arbitration agreement.

(5) Where the Supreme Court—

(a) orders that an award be set aside; or

(b) orders, after the commencement of an arbitration, that the arbitration agreement shall cease to have effect with respect to the dispute referred, the court may further order that the period between the commencement of the arbitration and the date of the order of the court shall be excluded in computing the time prescribed by this Ordinance or by any other enactment for the commencement of proceedings, including arbitration, with respect to the dispute referred.

(6) This section shall apply to an arbitration under any Ordinance as well as to an arbitration pursuant to an arbitration agreement.

(7) Subsections (3) and (4) shall have effect, in relation to an arbitration under an Ordinance, as if for the references to the arbitration agreement there were substituted references to such of the provisions of the Ordinance or of any order, scheme, rules, regulations or bye-laws made under the Ordinance as relate to the arbitration.

Transitional and savings

49. (1) Nothing in this Ordinance shall—

- (a) enable any action to be brought which was barred before the commencement of this Ordinance; or
- (b) affect any action or arbitration commenced before the commencement of this Ordinance or the title to any property which is the subject of the action or arbitration.

(2) A person who, prior to the commencement of this Ordinance had a right of action which, because of the limitation period provided by this Ordinance, will expire on the commencement of this Ordinance or on or before one year from the commencement of this Ordinance, may bring that action within twelve months of the commencement of this Ordinance.

Consequential provisions

50. Any existing provision applicable to the Islands in relation to limitation of actions for any limitation period provided in this Ordinance ceases to have effect, except where this Ordinance refers to another enactment with the intention that both this Ordinance and the other enactment will apply.

INSURANCE ORDINANCE
INSURANCE (AMENDMENT) REGULATIONS 2021

(Legal Notice 120 of 2021)

ARRANGEMENT OF REGULATIONS

REGULATION

1. Citation and commencement
2. Interpretation
3. Schedule 1 amended

INSURANCE (AMENDMENT) REGULATIONS 2021

(Legal Notice 120 of 2021)

MADE by the Governor under sections 16 of the Insurance Ordinance.

Citation and commencement

1. These Regulations may be cited as the Insurance (Amendment) Regulations 2021 and shall come into operation on 1 January 2022.

Interpretation

2. In these Regulations the “principal Regulations” means the Insurance Regulations.

Schedule 1 amended

3. Schedule 1 to the principal Regulations is amended under the heading “Annual Fees” by deleting paragraph (c) and substituting the following paragraph—

“(c) Insurer’s Licence accompanied by an undertaking given under section 9(2) of the Ordinance where such undertaking is given by a producer affiliated reinsurance company — \$300”.

MADE this 30th day of September 2021.

NIGEL DAKIN
GOVERNOR

EXPLANATORY NOTE

(This Note is not part of the Regulations)

These Regulations amend the Insurance Regulations to provide the annual fee payable for insurer's licence.

LIMITATION OF ACTIONS ORDINANCE 2021

NOTICE OF COMMENCEMENT 2021

(Legal Notice 121 of 2021)

MADE by the Governor under section 1 of the Limitation of Actions Ordinance 2021. *Ord. 13 of 2021*

The 12th day of October 2021 is appointed as the day on which the Limitation of Actions Ordinance 2021 shall come into operation.

MADE this 5th day of October 2021.

NIGEL DAKIN
GOVERNOR

TURKS AND CAICOS ISLANDS
PUBLIC AND ENVIRONMENTAL HEALTH (COVID-19)(ARRIVING PASSENGERS HEALTH CLEARANCE)(AMENDMENT)(NO. 6) REGULATIONS
2021

(Legal Notice 122 of 2021)

ARRANGEMENT OF REGULATIONS

REGULATION

1. Citation and commencement
2. Interpretation
3. Regulation 2B amended

TURKS AND CAICOS ISLANDS

PUBLIC AND ENVIRONMENTAL HEALTH (COVID-19)(ARRIVING PASSENGERS HEALTH CLEARANCE)(AMENDMENT)(NO. 6) REGULATIONS 2021

(Legal Notice 122 of 2021)

MADE by the Governor under section 62(1) of the Public and Environmental Health Ordinance for giving effect to any recommendations made by the of Public and Environmental Health Board.

Citation and commencement

1. These Regulations may be cited as the Public and Environmental Health (COVID-19)(Arriving Passengers Health Clearance)(Amendment)(No. 6) Regulations 2021 and shall come into operation on publication in the *Gazette*.

Interpretation

2. In these Regulation, the “principal Regulations” means the Public and Environmental Health (COVID-19)(Arriving Passengers Health Clearance) Regulations 2020.

Regulation 2B amended

3. Regulations 2B of the principal Regulations is amended—

(a) by deleting subregulation (2) and substituting the following subregulation—

“(2) Subregulation (1) shall not apply to—

- (a) a person in respect of whom there are medical contraindications to the vaccine if the person produces a medical certificate stating that such person should be exempt from receiving the COVID-19 vaccine; or
- (b) persons who are essential workers as determined by the Government (e.g. technicians essential for maintenance of critical services or persons rendering aid in times of crisis): Provided that such persons shall comply with the public health requirements as stipulated by the Chief Medical Officer.”.

(b) in subregulation (3)—

- (i) by deleting the full stop at the end of paragraph (d) and substituting a semicolon;
- (ii) by inserting after paragraph (d) the following paragraph—
 - “(e) such other vaccines as are specified in guidelines published by the Ministry of Health and Human Services.”.

MADE this 8th day of October 2021.

NIGEL DAKIN
GOVERNOR

EXPLANATORY NOTE

(This Note is not part of the Regulations)

These Regulations amend regulation 2B of the principal Regulations—

- (a) to exempt persons who are essential workers as determined by the Government from the requirement to be fully vaccinated to enter the Islands; and
- (b) to enable the list of approved COVID-19 vaccines to be updated through guidelines issued by the Ministry of Health.

G.N.

AMERICA'S WEATHER TEAM

TRADEMARK:

CLASSES:

9, 38, 41 & 42

APPLICANT:

FOX MEDIA LLC

APPLICATION NOs.:

20665 -20668

APPLICANT'S AGENT:

MILLER SIMONS O'SULLIVAN

APPLICANT'S ADDRESS
FOR SERVICE:

**P.O. BOX 260
REGENT HOUSE WEST
REGENT VILLAGE
GRACE BAY
PROVIDENCIALES
TURKS AND CAICOS ISLANDS**

DATE OF ACCEPTANCE:

29TH SEPTEMBER, 2021

G.N.

TRADEMARK:

KHAOS

CLASS:

32

APPLICANT:

MONSTER ENERGY COMPANY

APPLICATION NO.:

20669

APPLICANT'S AGENT:

MILLER SIMONS O'SULLIVAN

APPLICANT'S ADDRESS
FOR SERVICE:

**P.O. BOX 260
REGENT HOUSE WEST
REGENT VILLAGE
GRACE BAY
PROVIDENCIALES
TURKS AND CAICOS ISLANDS**

DATE OF ACCEPTANCE:

29TH SEPTEMBER, 2021

G.N.



TRADEMARK:

CLASS:

33

APPLICANT:

SIRE SPIRITS, LLC

APPLICATION NO.:

20663

APPLICANT'S AGENT:

MILLER SIMONS O'SULLIVAN

**APPLICANT'S ADDRESS
FOR SERVICE:**

**P.O. BOX 260
REGENT HOUSE WEST
REGENT VILLAGE
GRACE BAY
PROVIDENCIALES
TURKS AND CAICOS ISLANDS**

DATE OF ACCEPTANCE:

21ST SEPTEMBER, 2021

G.N.

TRADEMARK:

THE RITZ-CARLTON SPA

CLASS:

44

APPLICANT:

The Ritz-Carlton Hotel Company, L.L.C.

APPLICATION NO.:

20664

APPLICANT'S AGENT:

MILLER SIMONS O'SULLIVAN

APPLICANT'S ADDRESS
FOR SERVICE:

P.O. BOX 260
REGENT HOUSE WEST
REGENT VILLAGE
GRACE BAY
PROVIDENCIALES
TURKS AND CAICOS ISLANDS

DATE OF ACCEPTANCE:

28TH SEPTEMBER, 2021

G.N.

TRADEMARK:

YETI

CLASS:

21

APPLICANT:

YETI Coolers, LLC

APPLICATION NO.:

20670

APPLICANT'S AGENT:

TRADEMARKS & PATENTS MANAGEMENT LIMITED

**APPLICANT'S ADDRESS
FOR SERVICE:**

**P.O. BOX 156
2ND FLOOR
WILMA HOUSE
POND STREET
GRAND TURK
TURKS AND CAICOS ISLANDS**

DATE OF ACCEPTANCE:

30TH SEPTEMBER, 2021