

THE  
EMPLOYMENT  
LAW REVIEW

NINTH EDITION

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**Editor**  
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THE LAWREVIEWS

# BERMUDA

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## I INTRODUCTION

The Employment Act 2000 (the Act) is the governing employment legislation in Bermuda. The Act applies to employees working or performing services wholly or mainly in Bermuda for remuneration under a contract of employment, subject to certain statutory exceptions. The parties may not contract out of the Act except where the Act expressly allows it.

Employees may bring a complaint to an inspector employed by the government's Department of Workforce Development within three months of the employer's alleged breach of duty under the Act, including unfair dismissal.

Where the inspector has reasonable grounds to believe that an employer has not complied with the Act but is unable to cause a settlement to be reached, the inspector must refer the complaint to the Employment Tribunal (the Tribunal), which will hold a hearing on the matter as soon as practicable and must give the parties or their representatives a full opportunity to present evidence on oath and make submissions. The Tribunal comprises the chairman, deputy chairman and no more than 12 members appointed by the minister responsible for workforce development. Out of that panel, the Tribunal hearing a complaint will normally comprise a panel of three persons, which may or may not include an attorney. Save as where provided in the Act, the Tribunal regulates its own proceedings as it sees fit.

If the Tribunal determines that an employer has breached the Act, it must notify the parties in writing of the reasons for its decision and has the power to order various remedies. There is a right to appeal to the Supreme Court from an order of the Tribunal on a point of law. The appeal process is governed by the Employment Act (Appeal) Rules 2014.

Employees may still pursue a common law claim for breach of contract or wrongful dismissal in the courts, notwithstanding the right to pursue statutory remedies for unfair dismissal under the Act. The Supreme Court has original jurisdiction to hear claims valued at Bd\$25,000 or higher; breach of contract claims valued at less than Bd\$25,000 are brought in the lower magistrates' courts. Appeals against Supreme Court judgments are made to the Bermuda Court of Appeal and, in certain stipulated circumstances thereafter, to the Judicial Committee of the Privy Council in London.

## II YEAR IN REVIEW

A clear trend in the employment market over the past few years has been the wave of mergers and acquisitions that has transformed the Bermuda insurance market and caused it to contract

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significantly. Major recent deals include Argo acquiring Ariel Re, Liberty Mutual acquiring Ironshore, American International Group Inc (AIG) acquiring Hamilton USA, Axis Capital Holding acquiring Novae Group, and Sompo Holdings Inc acquiring Endurance Specialty Holdings Ltd. Continued consolidation continues to lead to redundancies of insurance executive staff.

The Bermuda Immigration and Protection Amendment (No. 2) Act 2017 was designed to protect Bermudians' priority rights of employment in the workforce. This legislation gives the Bermuda Immigration and Protection Act 1956 priority over the Human Rights Act 1981, and will block court challenges by non-Bermudians who argue that they have been discriminated against in hiring based on their place or national origin. The Human Rights Commission has criticised the amendment as too broad and throwing out the baby with the bathwater. The government has represented that human rights will still be protected by the Constitution and the European Convention on Human Rights.

The preliminary provisions of the Bermuda Personal Information Protection Act 2016 (PIPA) were introduced in 2016. The rest are expected to come into force in 2018. PIPA seeks to regulate the use of 'personal information' by organisations in Bermuda (including employers) to protect both the rights of individuals and the need for organisations to retain and use personal information for proper purposes. Personal information 'means any information about an identified or identifiable individual' save for information that is publicly available. Every employer will, therefore, possess personal information about every employee and applicant for employment. The operation of PIPA will be overseen by a Privacy Commissioner, who will be responsible for monitoring how PIPA is administered to ensure that its purposes are achieved. Once PIPA is fully in force, any person may complain to the Privacy Commissioner about an alleged breach of PIPA. A graduated regime applies to the complaint procedure, starting with mediation, then an inquiry by the Privacy Commissioner, followed by possible criminal sanctions. Every employer will be required to appoint a 'privacy officer' who will communicate with the Privacy Commissioner.

### III SIGNIFICANT CASES

#### i **Astwood et al v. Bermuda Electric Light Co Ltd ('BELCO') and Ascendant Group Ltd<sup>2</sup>**

Retired BELCO employees brought a claim that the company's offer of alternative healthcare did not satisfy the company's prior contractual promise, contained in a standard form letter that it provided to employees upon their retirement, to provide free major medical insurance coverage for retirees for the duration of their lives. Upon changes to BELCO's insurance plan, BELCO continued to promise free healthcare, but with less cover than provided under the original plan. BELCO asserted that the offer complied with the promise.

The Supreme Court held that the new level of cover was inferior to the level of cover contained in the promise and ordered that BELCO must continue to honour the terms of the promise.

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<sup>2</sup> [2017] SC (Bda) 13 Civ.

**ii Bermuda Industrial Union at al v. Minister of Home Affairs<sup>3</sup>**

In 2016, in *Minister of Home Affairs v. Bermuda Industrial Union et al*,<sup>4</sup> the government obtained declarations that strikes by unionised workers had been unlawful (because the Minister had declared that a labour dispute existed and referred the matter to the relevant tribunal) as well as an interim injunction prohibiting further illegal strike action.

In 2017, the Court of Appeal dismissed the appeal against the grant of declarations. The Court held that once the respondent gave notice declaring a labour dispute, the case was taken out of the realms of contract law and into the realm of Bermuda labour legislation. The Court agreed that the unions had acted unlawfully, and the Chief Justice had been entitled in the exercise of his discretion to grant the declarations.

**iii Raynor's Service Station v. Bradshaw<sup>5</sup>**

A gas station attendant brought a claim for unfair dismissal to the Employment Tribunal after his employer alleged that he committed theft for pocketing a Bd\$50 bill dropped on the ground by a customer and summarily dismissed him for serious misconduct. The Tribunal found for the employee, in part based on video footage suggesting that the employee asked the customer if he had dropped anything. The employer asserted that the customer asked the employee if he had picked up the missing money, which the employee denied. The Supreme Court dismissed the employer's appeal against the decision of the Tribunal.

The employer appealed to the Court of Appeal claiming that the Tribunal and the Chief Justice incorrectly addressed the essential element of intent to steal and that the order was against the weight of the evidence. The Court held that the Tribunal was not required to expressly find that each element of theft was proven to support the summary dismissal of an employee. Moreover, the Court found that the Tribunal had not had access to a transcript of the video footage that confirmed the sequence of events as presented by the employer; had the Tribunal not assumed a critical fact that was incorrect, it could have reached a different conclusion. Accordingly, the case was remitted for rehearing in front of a differently constituted Tribunal.

## **IV BASICS OF ENTERING AN EMPLOYMENT RELATIONSHIP**

### **i Employment relationship**

An employment contract in the summarised form of a statement of employment (SOE) must be entered into between the employer and employee under the Act no later than one week after an employee begins employment, and must be signed and dated by both parties. The SOE must contain:

- a* the full names of the employer and employee;
- b* the date when the employment began;
- c* the job title and brief description of the work for which the employee is employed;
- d* the place or places of work;
- e* the gross wage or the method of calculating it, and the intervals at which it is to be paid;

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3 [2017] Bda LR 28 (16 January 2017).

4 [2016] SC (Bda) 4 Civ.

5 [2017].

- f* the normal days and hours of employment or, where the job involves shift work, the normal pattern of the shifts;
- g* the entitlement to holidays, including public holidays and paid annual vacation;
- h* the terms relating to incapacity for work resulting from sickness or injury, including provision for sick leave;
- i* the length of notice that the employee is obliged to give, and entitled to receive, to terminate the contract of employment;
- j* details of any pension provided, whether under the National Pension Scheme (Occupational Pensions) Act 1998 or otherwise;
- k* any disciplinary and grievance procedures applicable;
- l* where the employment is not expected to be permanent, the period for which it is expected to continue or, if it is for a fixed term, the date on which it is to end;
- m* any probationary period;
- n* any dress code;
- o* the existence of any collective agreement that directly affects the terms and conditions of the employment; and
- p* such other matters as may be prescribed.

The SOE may also contain other details relating to the terms and conditions of employment.

Where there are no particulars to be entered into under points (k) to (o), that fact must be noted in the SOE. The SOE may refer to a collective agreement or another document for its terms. Agreed amended terms must be confirmed in writing and signed by both parties within a month's time.

Fixed-term employment contracts are permissible, in which case the SOE must state the date on which the contract is to end.

Often parties will have more complex written contracts of employment that go beyond what is required to be included in the SOE by the Act. Such contracts may be amended pursuant to ordinary contract law principles.

## **ii Probationary periods**

The Act provides that new employees may be required to serve a probationary period. The SOE must state whether a probationary period applies to the contract (and if so, what that period is), and must also state if no probationary period applies. The Act provides that during the probationary period, the employer or employee may terminate the contract of employment for any reason (or no reason) and without notice. If a reason is given, it must be lawful (see Section XII.i).

## **iii Establishing a presence**

All new companies in Bermuda hiring employees must be registered with the Registrar of Companies, which is responsible for tracking, processing and administering all limited liability companies, including local companies, exempted companies, overseas companies and foreign sales corporations. A company that is not registered may not hire employees.

A foreign company in Bermuda may not hire employees in Bermuda through an agency or third party without registering. If the foreign company is overseas and hires employees through an agency or third party in Bermuda, the agency will be the employer for the

purposes of Bermuda law. However, the foreign company may, in certain circumstances, be deemed to be the real employer and may be sued in Bermuda for any cause of action arising in Bermuda under the External Companies (Jurisdiction in Actions) Act 1885.

## V RESTRICTIVE COVENANTS

Bermuda law permits non-competition clauses in employment contracts subject to the following principles.

During employment, the employee is under an implied duty of good faith and fidelity. Thus, regardless of what express terms exist in the contract, the court may restrain an employee from competing with his or her employer, or otherwise acting outside his or her employment, if such activities are harmful to the business. Breaching this implied duty may justify summary dismissal of the employee for serious misconduct. It is easier to rely on an express non-compete clause than on this implied duty.

Post-termination, an express non-compete clause is necessary to prevent competition. However, Bermuda common law regards covenants in restraint of trade as *prima facie* unlawful. The court will enforce the covenant only if it goes no further than is reasonably necessary to protect the legitimate interests of the employer (such as trade secrets or similar, highly confidential information, trade connections and workforce stability); it will strike down clauses that are unreasonably wide in time, geographic extent and scope of restricted activity.

There may also be a 'garden leave' clause in the employment contract. This allows the employer to prohibit the employee from working during the notice period while he or she continues to be employed and receive normal wages and benefits.

If the contract contains neither type of clause, the employer may try to rely on the implied post-termination duty that an employee may not disclose or misuse the confidential information of his former employer. However, this is often difficult to enforce.

Courts will more readily enforce non-solicitation or non-dealing clauses that prevent employees from soliciting the business of clients of the former employer, or dealing with them, and thus protect trade connections. Courts will also prevent the poaching of key employees to protect the stability of the employer's workforce.

## VI WAGES

### i Working time

There are no maximum working-hour regulations applicable to adults working in Bermuda, save that the Act mandates that employers provide employees with a rest period of at least 24 consecutive hours in each week, excluding police, prison and fire officers, medical practitioners and nurses.

The Employment of Children and Young Persons Act 1963 provides that no child under 13 is permitted to be employed without having a weekly continuous rest period of at least 36 hours. Children under 16 cannot be employed during school hours on school days, and may only be employed for up to two hours on school days outside school hours. Persons under 18 cannot be employed at night unless they are over the age of 16, and then only until midnight.

## **ii Overtime**

The Act provides for mandatory overtime pay, unless the parties expressly contract out of the requirement. Mandatory overtime pay does not apply to a professional or managerial employee whose SOE provides that his or her annual salary has been calculated to reflect that his or her regular duties are likely to require him or her to work, on occasion, more than 40 hours a week.

Otherwise, an employee who works over 40 hours a week is entitled to be paid at the overtime rate of one-and-a-half times his or her normal hourly wage. Alternatively, the employee may be paid his or her normal hourly rate for the extra hours and be given the same number of hours off in lieu.

Many collective agreements provide for overtime pay, including double pay for hours worked on Sundays and public holidays.

There are no limits to the amount of overtime that may be performed in a given period, save for the mandatory rest period (see Section VI.i).

## **VII FOREIGN WORKERS**

All workers in Bermuda must either be exempt from immigration control (e.g., possess Bermuda status or have some other qualifying exemption under the Bermuda Immigration and Protection Act 1956) or be in possession of a work permit from the Department of Immigration.

There are no arbitrary restrictions on the number of foreign workers who may be employed in Bermuda, but in order to obtain a work permit, the Department must be satisfied that there is no Bermudian or spouse of Bermudian or Permanent Resident Certificate holder who is qualified and has applied for the position.

Foreign workers are protected by the same employment laws and generally pay the same taxes as local workers save that pension contributions under the National Pension Scheme (Occupational Pensions) Act 1998 are not mandatory for foreign workers. A foreign worker can 'opt in' to a pension plan.

## **VIII GLOBAL POLICIES**

Internal discipline rules are not required by Bermuda law. Where disciplinary procedures exist, the SOE must contain the particulars and where there are none, the SOE must state that. There are no other mandatory workplace 'rules' (as opposed to laws) that apply.

Although not legally required, employers will often set out their internal disciplinary procedures in the employee handbook or on the intranet. Employees are commonly required to sign an acknowledgment that they have read the policies and agree to comply.

The Act provides that an employer may take disciplinary action, including issuing a written warning or suspending the employee, after taking into account: the nature of the conduct in question; the employee's duties; the terms of the contract; any damage caused by the employee's conduct; the employee's length of service and his or her previous conduct; the surrounding circumstances; the penalty imposed by the employer; the procedure followed by the employer; and the practice of the employer in similar situations.

## **IX TRANSLATION**

English is the written and spoken language in Bermuda. There is no law requiring that contracts of employment be translated into the employee's native language. However, if the employer is aware that the employee does not understand the contractual terms, the contract may not be enforceable under common law unconscionable bargain or undue influence principles.

There is a large number of Portuguese foreign workers in Bermuda. As a matter of immigration policy, persons coming to work in Bermuda under the Portuguese Accord, as well as those employed in construction, are required to have a working knowledge of English to ensure that work duties are carried out safely.

## **X EMPLOYEE REPRESENTATION**

The Trade Union Act 1965 provides that every employee has the right to be a member of a trade union as he or she may choose and the right not to be a member of any trade union or to refuse to be a member of a particular trade union.

Where an agency shop agreement is in force, an employee shall not have the right to refuse to be a member of the relevant union unless he or she agrees to pay appropriate contributions to the trade union in lieu of membership or, alternatively, to a charity of his or her choice.

Where an employee is a union member, he or she has the right to:

- a* take part in the activities of the trade union (including with a view to becoming a union official) at the 'appropriate time' (i.e., outside working hours or at a time during working hours that is agreed by the employer);
- b* seek or accept appointment or election; and
- c* hold office if elected.

An employer who interferes with these rights commits an offence.

The union's own constitution or body of rules sets out the election and removal procedures for union officer representatives (by a secret ballot of union members), the length of their terms, and the frequency of meetings. There is no fixed ratio of representatives to employees.

Employers must comply with the trade union certification procedures as set out in the Trade Union Act 1965, and must deal with unions that have obtained certification in good faith and enter negotiations for the purposes of collective bargaining.

Employers commit an offence if they do not allow representatives of a union that is certified in respect of a bargaining unit in the business such access to the employer's premises as is reasonable for the purposes of the union's lawful activities, but employers may impose reasonable restrictions in the interests of safety or avoiding undue disruption of the business. Further, employers may, by notice in writing addressed to a certified union, require that a representative shall not engage in union activities on the premises, except with its prior permission.

## XI DATA PROTECTION

### i Requirements for registration

Bermuda's data protection laws are still in their infancy. PIPA is the first legislation in Bermuda designed to protect personal information, but does not contain any registration requirements.

### ii Cross-border data transfers

See subsection i, above. The same applies to cross-border data transfers.

### iii Sensitive data

PIPA defines this as 'any personal information relating to an individual's place of origin, race, colour, national or ethnic origin, sex, sexual orientation, sexual life, marital status, physical or mental disability, physical or mental health, family status, religious beliefs, political opinions, trade union membership, biometric information or genetic information'.

### iv Background checks

Background checks, credit checks and criminal record checks are permitted in Bermuda. Practically, the person being checked must consent to the release of information, but there are no legal requirements *per se* regarding consent. The Credit Association provides credit checks in certain industries and provides results to paying members. Criminal conviction records will not be released by the court or police without the express consent of the offender. Protection comes with the common law duty of confidence, which prohibits the disclosure or misuse of confidential information. PIPA will protect personal information provided by employees during background checks when its main provisions come into effect (expected in 2018).

## XII DISCONTINUING EMPLOYMENT

### i Dismissal

An employee who is not on a fixed-term or project-based contract, or not in their probationary period, may not be dismissed without a valid reason connected with the ability, performance or conduct of the employee, or the operational requirements of the employer's business. Further, warnings must be given in the event of repeated misconduct (falling short of serious misconduct) or unsatisfactory performance, giving the employee time to improve. The employer must provide the employee with a 'certificate of termination' stipulating the reason for the termination if requested by the employee, as well as formal employment details.

If the termination is for an invalid reason or for no reason, it is an unfair dismissal meriting a complaint to an inspector. Termination 'at will' clauses are unlawful and unenforceable.

Further, the Act provides that an employee's dismissal is unfair if it is based on any one of a list of specified reasons, many of which are human rights-related.

The notice requirements of the Act must be complied with. The employer is not allowed to give notice of termination during absences for certain types of leave.

An employee is entitled to at least one week's notice if he or she is paid on a weekly basis, two weeks' notice if he or she is paid every two weeks, and in all other cases, one month's notice. If the contract stipulates a greater amount of notice, the longer notice period

will apply. An employer may elect to make payment in lieu of notice and confer all other benefits that would have been due up to the end of the employee's notice period. If the employee leaves without giving proper notice, the employer need only pay salary plus any accrued but unused vacation and benefits, up to the last day worked. If the employer suffers loss, it may sue the employee for compensatory damages but, practically, this rarely happens.

As to rehire rights, if the Employment Tribunal upholds an employee's complaint of unfair dismissal, the Tribunal has the statutory power to award either reinstatement or re-engagement of the employee in comparable work. However, the Tribunal has never ordered this relief against an unwilling employer, just as the courts will not specifically enforce a contract of employment at the suit of either party, since it is undesirable to compel an unwilling party to maintain continuous personal relations with another.

In the event of an unfair dismissal, the amount of compensation that the Tribunal orders must not be less than two weeks' wages for each completed year of continuous employment for employees with no more than two completed years of continuous employment, and four weeks' wages for each completed year of employment thereafter, up to a maximum equivalent of 26 weeks' wages.

The parties are free to enter into a settlement agreement, which is construed and enforced in accordance with normal contract law principles. A stamp duty of Bd\$25 should be applied to the agreement to be enforceable (unless the employer is an exempted company), pursuant to the Stamp Duties Act 1976. Where a complaint was filed with the Department of Workforce Development, written confirmation of the fact of settlement signed by both parties must be sent to the Department for it to close its file. The terms need not be disclosed.

## **ii Redundancies**

An employee is redundant under the Act where his or her termination is, or is part of, a reduction in the workforce that is a direct result of any of the conditions of redundancy, namely:

- a* the modernisation, mechanisation or automation of all or part of the employer's business;
- b* the discontinuance of all or part of the business;
- c* the sale or other disposal of the business;
- d* the reorganisation of the business;
- e* the reduction in business, necessitated by economic conditions, contraction in the volume of work or sales, reduced demand or surplus inventory; or
- f* the impossibility or impracticality of carrying on the business at the usual rate or at all, as a result of:
  - shortage of materials;
  - mechanical breakdown;
  - act of God; or
  - other circumstances beyond the control of the employer.

A lay-off that exceeds a period of four months amounts to a termination by redundancy. A redundant employee is entitled to the following:

- a* Notice – the employer must provide sufficient notice of termination or payment in lieu of notice (see Section XII.i).
- b* Severance allowance – where an employee has completed at least one continuous year of employment, the employee is entitled to be paid severance allowance. The amount

depends on the length of service, the statutory minimum being two weeks' wages for each year of completed service up to 10 years, and three weeks' wages for each year of completed service thereafter, subject to a maximum of 26 weeks' wages. If the contract provides for a greater amount of severance, it will prevail. Severance allowance is not payable where the employee unreasonably refuses to accept an employer's offer of re-employment at the same place of work under no less favourable terms than he or she was employed prior to the termination.

- c* Certificate of termination – see Section XII.i.
- d* Itemised pay statement – the employee is entitled to a written itemised pay statement at or before the payment of any wages, including his or her final payment. Deductions that were not agreed beforehand are unlawful.
- e* Pension transfer – the employee's pension (mandatory for Bermudians or spouses of Bermudians) is transferable on redundancy, including the employer's vested contributions, usually two years after the employment commenced.
- f* Notice to trade union – the Act mandates that, before making an employee redundant, as soon as practicable, the employer shall inform the trade union or other representative of:
  - the existence of the relevant condition of redundancy;
  - the reason for the termination contemplated;
  - the number and categories of employees likely to be affected; and
  - the period over which such termination is likely to occur.

Further, the employer must consult on:

- a* the possible measures that could be taken to avert or minimise the adverse effects of such redundancy on employment; and
- b* the possible measures that could be taken to mitigate the adverse effects of any termination on the employees concerned.

Often there will be a collective agreement delineating the requirements to be followed and the benefits to be paid in the event of an intended lay-off or redundancy.

No notification need be made to the Bermuda government of redundancies, but it is advisable as a matter of good labour practice to inform the minister of impending redundancies affecting a sizeable pool of Bermudian workers.

The employee has no rehire rights save those that might otherwise be provided in any relevant collective bargaining agreement.

No specific categories of employees are protected from dismissal (including redundancy), and no social plan is required in the event of a dismissal or redundancy.

The parties are free to enter into a settlement agreement to settle their disputes (see Section XII.i).

### **XIII TRANSFER OF BUSINESS**

Bermuda does not have any specific protection for employees whose employment is threatened by a transfer of business or undertaking. The Act provides that where a business is sold, transferred or otherwise disposed of, the period of employment with the former employer shall be deemed to constitute a single period of employment with the successor

employer, if the employment was not terminated and severance pay was not paid under the Act. Acceptance of severance pay by an employee has the effect of terminating the employee's employment.

There is no legal inhibition to outsourcing work, and this is an increasing trend given the high cost of local labour.

#### **XIV OUTLOOK**

All employers in Bermuda will face additional administrative and financial burdens when PIPA comes into force. Personal information currently required by employers from personnel and payroll files will require protection and may be 'sensitive', which requires greater protection. Employers should start considering how best to protect and control access to that information, both physically and electronically.

It is expected that the insurance market will continue to contract through future consolidations and thus more redundancies are expected. It is projected that Bermuda companies are likely to pay out at least Bd\$25 billion to cover insured losses resulting from 2017 hurricane losses.

The coming years will also reveal how the Bermuda Immigration and Protection Amendment (No. 2) Act 2017 will change the protections afforded to all persons under the Human Rights Act 1981 in the Bermuda workforce.

In the wake of the national election in July 2017, Bermuda's new government promises to implement a National Workforce Development plan to ensure Bermudians take advantage of job opportunities, including a National Skills Policy for employers to address chronic skills shortages, tracking of the skills of Bermudian job seekers and increasing options for on-island training.

The government's platform also promises to: address the existing structural imbalance of pension benefits between expatriate workers and Bermudians; amend labour legislation; create employment opportunities; extend paid maternity leave from eight to 13 weeks and introduce paternity leave; increase net wages for low-income earners; and introduce unemployment insurance.

## ABOUT THE AUTHORS

### **JULIANA M SNELLING**

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Ms Snelling (née Horseman) is a Rhodes Scholar, a director and partner of Canterbury Law Limited and a member of the Bar of England and Wales (1994), the Law Society of England and Wales, and the Bermuda Bar (1995). She is a member of the Honourable Society of the Inner Temple and a member of the Chartered Institute of Arbitrators.

Ms Snelling's principal work involves advising local and exempted companies, senior-level business executives, trade unions and other institutions on a whole range of issues concerning Bermuda employment and labour law. She also practises in most areas of civil litigation, regularly appearing in the Supreme Court of Bermuda.

She served for three years as chair of Bermuda's Land Valuation Appeal Tribunal and for several years on the Professional Conduct Committee of the Bermuda Bar Association and the Treatment of Offenders Board. She was educated at Stanford University, L'Institut d'Études Politiques, UCLA Law, Oxford University (St John's College, first-class degree) and the Inns of Court School of Law.

She has won numerous awards, including the Bermuda government's 100 Women Vision award in recognition of her impact in the business sector (2011), the award for being the 'go-to' employment lawyer from *The Bermudian* magazine (2012) and the Best of Bermuda Award as Bermuda's 'Most Tenacious Lawyer' (2015). In 2017, *Who's Who Legal* wrote that she 'is one of the foremost employment lawyers in Bermuda and is recognised as a formidable litigator and disputes expert'.

She is the published author of the Bermuda chapter of *Carter-Ruck on Libel and Privacy* (6th edition, 2010), Reed Elsevier (UK) Ltd.

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