

# PROJET DE LOI

## ENTITLED

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LAW NOT YET IN FORCE

# PROJET DE LOI

## ENTITLED

### **The Limited Partnerships (Alderney) Law, 2021**

THE STATES OF ALDERNEY, in pursuance of their Resolution of the 25<sup>th</sup> day of April, 2018 have approved the following provisions which, subject to the Sanction of Her Most Excellent Majesty in Council, shall have force of law in the Island of Alderney.

#### PART I

#### FORMATION OF LIMITED PARTNERSHIPS

##### **Limited partnerships.**

1. (1) A limited partnership may, subject to compliance with the requirements of this Law as to registration, be formed in Alderney for the carrying on within Alderney or elsewhere of any lawful business.

(2) A limited partnership shall have a continuous and successive existence in the persons of its partners present and future until its dissolution.

##### **Constitution of limited partnerships.**

2. (1) A limited partnership shall consist of -

(a) one or more general partners who -

(i) are admitted to the partnership as general

partners in accordance with the partnership agreement, and

(ii) shall be jointly and severally liable for all debts of the partnership without limitation, and

(b) one or more limited partners -

(i) who are admitted to the partnership as limited partners in accordance with the partnership agreement,

(ii) one or more of whom may be administrative partners for the purposes of this Law,

(iii) who upon entering the partnership, contribute or agree to contribute to the capital thereof a specified sum, and

(iv) who subject to the provisions of sections 5(3), 16(3) and 24(2), shall not be liable for any debts of the partnership beyond the amount so contributed or agreed to be contributed.

(2) A person may be both a general partner, and a limited partner who is not an administrative partner.

(3) A body corporate or (provided that it has capacity to do so) a partnership may be a general partner or a limited partner.

(4) The contribution of a limited partner may be satisfied by the provision of money or property but not of services or loans; and, where property is so provided, the value of the property shall be deemed to be its fair market value at the time of its transfer to the partnership.

**Partnership agreement.**

3. (1) Every limited partnership shall have a partnership agreement.

(2) The partnership agreement shall be an agreement in writing of the partners as to the affairs of the partnership and the conduct of its business.

(3) The partnership agreement shall be binding upon the partners and their assigns and upon subsequent partners in the same manner as if those persons had themselves executed it.

(4) A partnership agreement may (without prejudice to any other formalities required by law or by the agreement itself) be amended only by an instrument in writing.

(5) All amendments duly made to a partnership agreement shall be binding upon the persons and in the manner mentioned in subsection (3).

**Liability of limited partnerships.**

4. Subject to the provisions of section 2(1) –

(a) the acts of –

(i) a general partner, and

(ii) a limited partner who is an administrative partner,

in connection with the business of the limited partnership shall bind the partnership in all respects,

(b) every partner is liable jointly and severally with the other partners for all debts of the limited partnership incurred while he is a partner,

(c) where by any wrongful act or omission of a partner acting in the ordinary course of the business of the limited partnership -

(i) loss, damage or injury is caused to any person other than a partner, or

(ii) any penalty is incurred,

the partnership is liable therefor to the same extent as that partner,

(d) in the following cases, namely -

(i) where one partner acting within the scope of that partner's apparent authority receives the money or property of a third person and misapplies it, or

- (ii) where a limited partnership in the course of its business receives the money or property of a third person and the money or property, whilst in the custody of the partnership, is misapplied by any partner,

the partnership is liable for the loss, and

- (e) subject to the provisions of the partnership agreement, a limited partnership may indemnify any partner or other person from and against all or any claims, demands and debts whatsoever.

**Name of limited partnership.**

- 5. (1) The name of a limited partnership -
  - (a) shall be stated in its certificate of registration,
  - (b) shall contain the words "Limited Partnership" or the abbreviation "L.P." or "LP",
  - (c) shall not be the same as a name already appearing in -
    - (i) the Register, or
    - (ii) the Register of Companies within the meaning

of the Companies (Alderney) Law, 1994<sup>a</sup>,

and for the purposes of this paragraph any expression set out in paragraph (b), and the words "limited", "with limited liability" and "avec responsabilité limitée", shall be disregarded,

- (d) shall not constitute a criminal offence or be offensive, misleading or inappropriate in relation to the partnership,
- (e) shall not include any word such as "Imperial", "Royal", "Queen" or "Crown" which implies or might be taken to imply royal or government connection, support or patronage, unless Her Majesty's Procureur has given written permission for the use of that word.

(2) The name or a distinctive part of the name of a limited partner shall not form or be used as part of the name of a limited partnership.

(3) A limited partner (including, for the avoidance of doubt, an administrative partner) who knowingly permits his name or a distinctive part of his name to be used in the name of a limited partnership shall be liable as a general partner

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<sup>a</sup> Ordres en Conseil Vol. XXXV(2), p. 777; amended by Order in Council No. I of 2001; No. XV of 2002; No. XIII of 2010; No. XIX of 2002; No. VII of 2017; Alderney Ordinance Nos. III and V of 1995; No. I of 1996; No. II of 1997; No. XI of 2007; No. XVII of 2008; No. VI of 2009; No. XIV of 2010; Nos. I and XV No. of 2011; No. XVI of 2013; No. V of 2017; Ordinance No. XXXIII of 2003; No. VII of 2009; No. IX of 2016; No. XXVII of 2018; G.S.I. No. 90 of 2018 and G.S.I. No. 64 of 2021.

to any person who extends credit to the partnership without actual knowledge that the limited partner is not a general partner.

- (4) The Court, if satisfied that -
- (a) the name of a limited partnership is such as to induce the public to confuse the partnership with some other person or body previously established in Alderney or elsewhere, or
  - (b) in relation to the name of a limited partnership, any provision of subsection (1) or (2) or section 11 is not complied with,

may order that, within such time and subject to such terms, conditions and penalty as the Court thinks fit, the name of the partnership shall be changed.

(5) If an order of the Court under subsection (4) is not complied with in any respect -

- (a) the partnership and each general partner thereof shall be guilty of an offence, and
- (b) the partnership shall be liable to be dissolved by order of the Court under section 31(1).

**Registered office of limited partnership.**

6. (1) Every limited partnership shall at all times have a registered office in Alderney.

(2) The registered office may be (but need not be) a place of the partnership's business.

(3) All legal process and other notices or documents served at the registered office shall be deemed properly served on the limited partnership.

(4) The Greffier shall be notified of any change in the registered office of a limited partnership in accordance with the provisions of section 12(1).

(5) A notice stating the name of the limited partnership shall be displayed in legible characters outside its registered office or in a conspicuous position in a place within its registered office to which the general public have access during ordinary business hours.

(6) If in relation to a limited partnership there is a contravention of any provision of subsection (1) or (5), the partnership and each general partner thereof shall be guilty of an offence.

**Register of Limited Partnerships.**

7. (1) The Greffier shall establish and thereafter maintain a Register of Limited Partnerships ("the Register").

(2) The Register shall contain a record of -

(a) all limited partnerships registered under section 8, separately identifying those which have one or more limited partners who are administrative partners, and

(b) all declarations and other documents filed with the Greffier under or for the purposes of this Law.

(3) The Register shall be part of the public records of the Island of Alderney.

**Registration of limited partnerships.**

8. (1) Every limited partnership shall be registered and shall continue to be registered in accordance with this section.

(2) A person wishing to effect the registration of a limited partnership shall file with the Greffier -

(a) the fee specified in section 39, and

(b) a declaration signed by any one or more of the general partners of the following particulars -

(i) the name of the limited partnership,

(ii) the nature and principal place of its business,

(iii) its registered office,

(iv) the full name of every general partner and that general partner's address (being, in the case of a body corporate or a partnership, the address of its registered office or, if none, its principal office),

- (v) the full name of every limited partner who is an administrative partner and that limited partner's address (being, in the case of a body corporate or a partnership, the address of its registered office or, if none, its principal office), or, if there is none, a statement to that effect,
- (vi) the term for which the partnership is entered into and the date of the commencement of that term or, if no term is fixed for the duration of the partnership, a statement to that effect (in which case the partnership shall, unless dissolved earlier, be dissolved upon the expiration of a period of 30 years beginning on the date of its registration), and
- (vii) such other particulars as may be prescribed or as the general partners may decide to include in the declaration.

(3) Upon receipt of the fee and documents specified in subsection (2) the Greffier shall -

- (a) register the partnership in the Register by inscribing its name therein, and
- (b) allocate a registration number to the partnership,

and thereupon the partnership shall be deemed to have been registered as a limited partnership for the purposes of this Law.

(4) The Court may, in its absolute discretion and on such terms and conditions as it thinks fit, on an application by or on behalf of any partner of a limited partnership, by order authorise the rectification of any error or formal defect -

- (a) in the entries relating to the partnership in the Register, or
- (b) in any declaration or other document filed with the Greffier in relation to the partnership under or for the purposes of this Law.

(5) The Greffier, when registering a limited partnership in the Register under this section, and when issuing a certificate of registration in relation to the partnership under sections 9 or 12, may rely upon the documents filed with the Greffe in all respects and shall not be bound to enquire further as to whether, in relation to the partnership, the formalities prescribed by this Law have been complied with.

**Certificate of registration.**

9. (1) The Greffier shall, upon registration of a limited partnership, issue to the general partners a certificate of registration stating the partnership's name and registered office and the date of registration.

(2) A certificate of registration shall state on its face whether or not any of the limited partners is an administrative partner.

(3) A certificate of registration is, unless it has ceased to be valid, conclusive evidence of compliance with the requirements of this Law as to registration and of all matters stated in it.

(4) A certificate of registration shall cease to be valid in the circumstances described in section 12(1), 27(3) or 33(8)(c).

(5) A certificate of registration, or a copy thereof issued and sealed by the Greffier, shall be received in evidence in all legal proceedings.

**Legal personality of limited partnerships.**

10. (1) A limited partnership shall have legal personality if and only if, at the time of registration, the general partners so elect in accordance with the provisions of this section.

(2) Where the general partners wish to elect that a limited partnership shall have legal personality, they shall, when effecting registration of the partnership under section 8, file with the Greffier, in addition to the fee and other documents specified in section 8(2), a declaration signed by any one or more of the general partners stating that the limited partnership shall have legal personality.

(3) Where the general partners -

(a) elect, in accordance with the provisions of this section, that a limited partnership shall have legal personality -

(i) the partnership shall have legal personality,  
and

(ii) the Register and certificate of registration shall state that fact,

(b) do not so elect -

(i) the partnership shall not have legal personality, and

(ii) the Register and certificate of registration shall state that fact.

(4) An election made in accordance with the provisions of this section that a limited partnership shall have legal personality shall be irrevocable; and a failure to make such an election shall be final.

(5) For the avoidance of doubt and notwithstanding the provisions of section 1(2), a limited partnership with legal personality is a body corporate.

**Names of limited partnerships which have legal personality.**

11. Without prejudice to the provisions of section 5, the name of a limited partnership which, pursuant to the provisions of section 10, has legal personality, shall contain, at the end of the name, the word "Incorporated" or any cognate expression approved in writing by the Commission.

**Change in registered particulars.**

12. (1) If during the continuance of a limited partnership -

(a) there is a change in any particular referred to in section 8(2)(b), or

- (b) a person becomes or ceases to be a general partner or an administrative partner,

notice of the change signed by any one or more of the general partners shall, within a period of 21 days beginning on the date of the change, be filed with the Greffier; and, where the change is to the partnership's name or registered office, the change shall not be effective until the Greffier has issued a new certificate of registration, upon the issue of which the existing certificate shall cease to be valid.

- (2) In default of compliance with subsection (1) -

- (a) the partnership and each general partner thereof shall be guilty of an offence, and
- (b) the change may not be relied on by the partnership or by any general partner or former general partner thereof so as to affect adversely the rights of any third person or limited partner.

- (3) Upon receipt of notice under subsection (1) or as soon as is reasonably practicable thereafter, the Greffier shall make the appropriate entry in the Register.

**Effect of non-registration.**

13. (1) In default of registration or continuing registration of a limited partnership in accordance with the provisions of section 8 -

- (a) the partnership shall be deemed not to be a limited

partnership, and

- (b) every partner in the firm shall be deemed to be a general partner.

(2) This section is without prejudice to the provisions of this Law in relation to the dissolution of limited partnerships.

## PART II

### GENERAL PROVISIONS AS TO PARTNERS

#### **Provisions as to limited partners.**

14. (1) Subsections (2), (4), (5) and (7) do not apply to a limited partner who is an administrative partner, and this section shall be construed accordingly.

(2) A limited partner -

- (a) shall not participate in the conduct or management of the business of the limited partnership, and

- (b) shall not transact the business of, sign or execute documents for or otherwise bind the limited partnership.

(3) A limited partner may however, subject to the provisions of the partnership agreement -

- (a) inspect the books of the limited partnership,

- (b) with such assistance as may reasonably be required of the general partners, examine and inquire into the state and prospects of the partnership business, and
- (c) advise the partners thereon.

(4) A limited partner who in whatever capacity acts or purports to act in contravention of subsection (2) shall be liable as if that limited partner were a general partner in respect of all debts of the limited partnership incurred while so acting or purporting to act.

(5) A limited partner shall not be deemed to have participated in the conduct or management of the business of a limited partnership within the meaning of this section by reason only of any one or more of the following circumstances -

- (a) the limited partner is a contractor, agent or employee of the limited partnership or of a general partner,
- (b) the limited partner acts as a director, officer or shareholder of a corporate general partner,
- (c) the limited partner acts as a partner in a partnership which itself is a general partner,
- (d) the limited partner consults with and advises a general partner as to the business of the limited partnership,
- (e) the limited partner investigates, reviews, approves or is

advised as to the accounts or affairs of the limited partnership,

(f) the limited partner exercises any right or power conferred on limited partners who are not administrative partners by this Law,

(g) the limited partner acts as surety or guarantor or provides any other form of security for the limited partnership, generally or in respect of specific debts,

(h) the limited partner approves or disapproves an amendment to the partnership agreement,

(i) the limited partner files a declaration under section 8(2)(b),

(j) the limited partner requires the appointment or removal of an auditor, or applies to the Court for the appointment or removal of an auditor, under section 19, or

(k) the limited partner votes as a limited partner on any of the following matters -

(i) the dissolution of the limited partnership;

(ii) the acquisition, sale, transfer, exchange, lease or charging of or other dealing with any property or assets by or of the limited partnership,

- (iii) the incurrence, renewal, repayment or discharge of any debt by the limited partnership,
- (iv) any change in the nature of the business, objectives or policies of the limited partnership,
- (v) the admission, removal, retirement or resignation of a general or limited partner and the continuation of the limited partnership thereafter, or
- (vi) any transaction in which a general partner has an actual or potential conflict of interest with a limited partner.

(6) A limited partner has, subject to the provisions of the partnership agreement, the same right as a general partner -

- (a) to inspect, make copies of and take extracts from the partnership books at all times,
- (b) to be given, on demand, true and full information of all things affecting the partnership, and
- (c) to be given a formal account of partnership affairs whenever circumstances render it just and reasonable,

and, notwithstanding anything to the contrary in the partnership agreement, a limited partner also has the same right as a general partner to have the partnership dissolved by order of the Court under section 32(1).

(7) The provisions of subsection (5) shall not be taken as implying that, if a limited partner exercises any other right, power or function, that limited partner has necessarily, by reason of that fact alone, participated in the conduct or management of the business of the limited partnership within the meaning of this section.

**Limited partners who are administrative partners.**

15. Subject to the provisions of this Law and to the provisions of the partnership agreement, a limited partner who is an administrative partner may participate in the conduct and management of the limited partnership, and may transact the business of, sign and execute documents for and otherwise bind the limited partnership.

**Provisions as to general partners, and administrative partners.**

16. (1) A general partner has all rights, powers and duties and is subject to all restrictions, obligations and liabilities of a partner in a partnership which is not a limited partnership.

(2) A general partner, and a limited partner who is an administrative partner, may not, without the written consent of all limited partners who are not administrative partners -

- (a) do anything which makes it impossible to carry on the business of the partnership,

- (b) deal in any manner with any property of the partnership or in which the partnership has any interest, or dispose of any rights in any such property, for any purpose other than a partnership purpose, or
- (c) admit a person as a partner, unless the right to do so is conferred by the partnership agreement.

(3) Any debt incurred by a general partner, or by a limited partner who is an administrative partner, in the conduct of the business of a limited partnership shall be a debt of the partnership.

(4) Any difference arising as to ordinary matters connected with the business of a limited partnership may, subject to the provisions of the partnership agreement, be decided by a majority of the general partners.

### PART III

#### CONDUCT OF LIMITED PARTNERSHIPS

##### **Institution of legal proceedings.**

17. (1) Legal proceedings by, against or otherwise in relation to a limited partnership (including proceedings to enforce a foreign judgment by or against the partnership) may only be instituted by or against any one or more of the general partners; and, subject to the provisions of subsections (2) and (3), no limited partner shall be a party to or named in such proceedings.

(2) The provisions of subsection (1) are without prejudice to the right of any person to join or otherwise institute proceedings against a limited partner

- (a) who is liable for any debt of the partnership pursuant to section 5(3) or 14(4), or
- (b) to obtain payment of any contribution or repayment of any amount pursuant to section 24(2).

(3) A limited partner may, with leave of the Court, institute proceedings on behalf of a limited partnership if -

- (a) the general partners have, without good cause, failed or refused to do so, and
- (b) the failure or refusal is oppressive to the limited partner or is prejudicial to their interests as a limited partner.

**Records.**

18. (1) A limited partnership shall keep the following or a copy thereof at its registered office -

- (a) the partnership agreement and every amendment thereof,
- (b) a register of all persons who are limited partners (referred to in this Law as "**the register of limited partners**") showing their full names and addresses, and identifying any who are administrative partners, or containing a statement that none is an administrative partner (as the case may be),

(c) the capital account of each limited partner showing whichever of the following is applicable in relation to him -

- (i) the amounts and dates of any contributions,
- (ii) the amounts agreed to be contributed and the times at which or events upon which the contributions are to be made,
- (iii) the amounts and dates of any payments representing a return of any contributions or part thereof,
- (iv) where an agreement to make a contribution is released in whole or in part, the amount and date of the release,

(d) its accounting records, which shall be -

- (i) sufficient to show and explain the partnership's transactions,
- (ii) such as to disclose with reasonable accuracy, at any time, the partnership's financial position at that time, and
- (iii) such as to enable the general partners to ensure

that the partnership's balance sheet and profit and loss account are prepared properly and in accordance with any relevant enactment for the time being in force,

and the accounting records shall in particular contain day-to-day entries of all sums of money received and expended by the partnership and the matters in respect of which the receipt and expenditure takes place and a record of the assets and liabilities of the partnership,

- (e) the minutes of all meetings of the general partners, and of all meetings of the general partners and administrative partners together (if any), and
- (f) all documents from time to time filed with the Greffier (including, without prejudice to the generality of the foregoing, the declaration referred to in section 8(2)(b)).

(2) All documents or copy documents required by subsection (1) to be kept at the partnership's registered office shall, subject to the provisions of the partnership agreement, be available for inspection by any partner during ordinary business hours.

(3) The documents described in paragraphs (b) and (c) of subsection (1) shall be prima facie evidence of the matters required to be stated therein.

(4) Notwithstanding the foregoing provisions of this section, the documents described in paragraph (d) of subsection (1) may, instead of being kept at

the partnership's registered office, be kept at such other place as the general partners think fit where they shall, subject to the provisions of the partnership agreement, be available for inspection by any partner during ordinary business hours.

(5) If the documents referred to in subsection (4) are kept at a place outside Alderney, accounts and returns in respect of the business dealt with in them shall be sent to, and kept at, a place in Alderney, where they shall, subject to the provisions of the partnership agreement, be available for inspection by any partner during ordinary business hours.

(6) The accounts and returns to be sent to and kept in Alderney in accordance with subsection (5) shall be such as to -

- (a) disclose with reasonable accuracy the financial position of the business in question at intervals not exceeding 6 months, and
- (b) enable the general partners to ensure that the partnership's balance sheet and profit and loss account are prepared properly and in accordance with any relevant enactment for the time being in force.

(7) Any accounting records which a partnership is required by this section to keep shall be preserved by it for a period of at least 6 years from the date on which they are made.

(8) Any account, record or other document required by this Law to be kept by a partnership may be kept either by making entries in books or by recording the matters in question in any other manner including, without prejudice to the

generality of the foregoing, a non-legible form.

(9) If any such account, record or other document is kept not by making entries in a book but in some other manner -

- (a) it is deemed for the purposes of this Law to be kept at a place if access to it and written copies of it can be obtained at that place;
- (b) adequate measures shall be taken for guarding against its falsification and for facilitating its discovery and production; and
- (c) if the matters in question are recorded in a non-legible form, the recording shall be capable of being reproduced in a legible form.

(10) If in respect of a partnership there is a contravention of any provision of this section, the partnership and each general partner thereof shall be guilty of an offence.

(11) Any duty imposed by law to allow inspection, or to furnish a copy, of any account, record or other document required by this Law to be kept by a partnership shall be treated, where the matters in question are recorded in a non-legible form, as a duty to allow inspection, or to furnish a copy, of the relevant part of the recording in a legible form.

**Appointment of auditors.**

19. (1) The general partners of every limited partnership may, subject

to the provisions of any regulations made under section 51(e), appoint an auditor to act in relation to the affairs of the partnership.

(2) The general partners of a limited partnership shall, subject to the provisions of any regulations made under section 51(e), appoint an auditor to act in relation to the affairs of the partnership if -

- (a) required to do so by the partnership agreement,
- (b) required to do so by limited partners whose contribution is greater than 50 per cent of the total contribution of all limited partners,
- (c) required to do so in such circumstances, or by such body, as may be prescribed, or
- (d) the limited partnership is one to which subsection (3) applies.

(3) Subject to subsection (4), this subsection applies to limited partnerships carrying on the business of, or concerned in the provision of the services of -

- (a) banking,
- (b) insurance,
- (c) investment,

- (d) asset management or administration,
  - (e) trusteeship, or
  - (f) company or trust formation or administration.
- (4) Subsection (3) shall not apply where -
- (a) the limited partnership is a closed-ended limited partnership within the meaning of paragraph 1 of Schedule 1 to the Protection of Investors (Bailiwick of Guernsey) Law, 2020<sup>b</sup>, and
  - (b) the partnership agreement requires information on the state and prospects of the assets of the partnership business to be provided to the limited partners in relation to each financial year of the partnership.
- (5) An auditor may be removed from office -
- (a) where appointed under subsection (1), by the general partners,
  - (b) where appointed under subsection (2)(a), if it is no longer required by the partnership agreement,

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<sup>b</sup> Order in Council No. XVIII of 2020.

- (c) where appointed under subsection (2)(b), by limited partners whose contribution is greater than 50 per cent of the total contribution of all limited partners,
- (d) where appointed under subsection (2)(c), in such circumstances, or by such body, as may be prescribed,
- (e) where appointed under subsection (2)(d), if the partnership is no longer one to which subsection (3) applies.

(6) The Court may, on the application of any partner or creditor of a limited partnership, remove from office any auditor of the partnership, and appoint another to act in that auditor's place.

(7) Where -

- (a) an auditor is appointed under subsection (2),
- (b) that auditor has not been removed from office under subsection (5), and
- (c) at any time no auditor is acting in relation to the affairs of the partnership,

the Court may, on the application of any partner or creditor of the partnership, appoint an auditor to act.

(8) The remuneration of a partnership's auditors shall be

determined by the general partners or, where the auditors are appointed by the Court, by the Court.

(9) For the avoidance of doubt, the removal from office of an auditor shall not affect any rights that the auditor has against the partnership.

**Qualification for appointment as auditor.**

20. Section 78 of the Companies (Alderney) Law, 1994<sup>c</sup> (qualification for appointment as auditor) applies to limited partnerships as it applies to companies under that Law.

**Auditors' report.**

21. (1) Subject to the provisions of any regulations made under section 51(e), the auditors of a limited partnership shall, in relation to each financial year of the partnership, make a report (an "**auditors' report**") to the partners on the accounts examined by them and on every balance sheet and profit and loss account of the partnership during their term of office; and that report shall be made available to the partners.

(2) The auditors' report shall state -

(a) whether in the auditors' opinion the balance sheet and profit and loss account have been prepared properly and

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<sup>c</sup> Ordres en Conseil Vol. XXXV(2), p. 777; amended by Order in Council No. I of 2001; No. XV of 2002; No. XIII of 2010; No. XIX of 2012; No. VII of 2017; Alderney Ordinance No. III of 1995; No. V of 1995; No. I of 1996; No. II of 1997; No. XI of 2007; No. XVII of 2008; No. VI of 2009; No. XIV of 2010; Nos. I and XV of 2011; No. VIII of 2012; No. XVI of 2013; No. V of 2017; Ordinance No. XXXIII of 2003; No. VII of 2009; No. XXVII of 2018; G.S.I. No. 90 of 2018; and G.S.I. No. 64 of 2021.

in accordance with any relevant enactment for the time being in force, and

(b) without prejudice to the foregoing, whether in their opinion a true and fair view is given -

(i) in the balance sheet, of the state of the partnership's affairs at the end of the financial year to which it relates, and

(ii) in the profit and loss account, of the partnership's profit or loss for that financial year.

(3) An auditors' report made in relation to a limited partnership together with the audited accounts thereof shall be deposited with the Commission within a period of six months or such shorter period as may be required in the partnership agreement (or such other period as the Commission may by notice in writing allow in any particular case) immediately following the last day of the financial year to which the report relates.

(4) Where in relation to a limited partnership there is a contravention of subsection (3), the partnership and each general partner thereof shall be guilty of an offence.

**Auditors' powers and duties.**

22. (1) A partnership's auditors shall, in preparing their report, carry out such investigations as will enable them to form an opinion as to whether -

- (a) proper accounting records have been kept by the partnership, and
- (b) the partnership's balance sheet and profit and loss account are in agreement with its accounting records.

(2) Every auditor of a limited partnership has a right of access at all times to the partnership's books, accounts and vouchers and may require from the partnership's general partners and officers such information and explanations as they think necessary for the performance of their duties.

- (3) If a limited partnership's auditors are of the opinion that -
- (a) proper accounting records have not been kept,
  - (b) the balance sheet or the profit and loss account is not in agreement with the accounting records,
  - (c) any report of the general partners is inconsistent with the balance sheet or the profit and loss account, or
  - (d) they have failed to obtain all access, information and explanations necessary for their audit,

they shall state that fact in their auditors' report.

**Partnership property to be held on trust.**

23. Any property of a limited partnership which is -

- (a) transferred to, vested in or held on behalf of any general partner, or
- (b) transferred to or vested in the name of the partnership,

shall be held or, as the case may be, deemed to be held by the general partners jointly on trust as an asset of the partnership in accordance with the terms of the partnership.

**Return of limited partner's contribution.**

24. (1) A limited partner shall not, on dissolution or otherwise, receive from the capital of a limited partnership any payment representing a return of any part of the contributions made by that limited partner to the partnership unless, at the time of and immediately following the making of the payment, the limited partnership is solvent.

(2) Where the limited partnership is insolvent at the time of or immediately following the making of any such payment, or in the event of the insolvency of the partnership within a period of 6 months immediately following the time of the making of any such payment, the payment shall, for a period of one year from the date of its receipt by the partner, be repayable by that partner to the extent necessary to discharge any debt of the partnership incurred at a time when such contribution formed part of the partnership assets.

(3) Subject to subsections (1) and (2), limited partners may demand the return of their contributions -

- (a) on the dissolution of the limited partnership, or
- (b) at such time or upon the occurrence of such event as may

be specified in that behalf in the partnership agreement.

(4) A partner may, notwithstanding the nature of the contributions made, demand and receive only money in return, unless -

(a) there is a statement to the contrary in the partnership agreement, or

(b) all partners agree otherwise.

(5) Any reference in this section, however expressed, to the receipt by a partner of a payment shall include a reference to the release of any debt owed by him and forming part of the partnership assets (including any obligation on the partner's part to make a contribution to the capital of the partnership); and accordingly any reference in subsection (2) to the making of a repayment by a partner shall be deemed to include a reference to the due performance or discharge by that partner of the debt or obligation.

(6) For the purposes of this section the expression "**solvent**" means that the limited partnership is able to pay its debts (other than debts described in subparagraphs (ii) to (v) of section 35(d)) in full, as they fall due, out of the partnership assets without recourse to the separate assets of the general partners not contributed to the partnership; and the expression "**insolvent**" and other cognate expressions shall be construed accordingly.

(7) A distribution of any assets of a limited partnership to a limited partner shall be deemed to be a return of contribution for the purposes of subsection (1) to the extent that the distribution reduces the value of that limited partner's share of the partnership's assets, calculated on the basis of the value of the partnership's net

assets, below the value of the amount contributed or agreed to be contributed by that limited partner.

(8) The provisions of this section are subject to those of section 35.

**Dealings by limited partner with partnership.**

25. A limited partner may lend money to, borrow money from and enter into transactions with the limited partnership.

**Admission of additional limited partners.**

26. A person shall not be admitted to a limited partnership as a limited partner except -

- (a) in accordance with the provisions of the partnership agreement,
- (b) by execution of an agreement in writing, and
- (c) by entry in the register of limited partners.

**Remedies for failure to execute documents, statements, etc.**

27. (1) If in respect of a limited partnership there is a failure or refusal-
- (a) to make or give any statement, declaration or notice required by or under any provision of this Law or any regulation made under it, or
  - (b) to execute a partnership agreement or any amendment thereof or any other document relating to the business or

affairs of the partnership,

any person adversely affected by the failure or refusal may apply to the Court for an order directing -

- (i) that the statement, declaration or notice shall be made or given, or that the agreement, amendment or other document shall be executed, by such person within such time as may be specified in the order,
- (ii) the deletion from the Register of the particulars of registration of the partnership.

(2) An order under subsection (1) may authorise the Greffier to delete, amend or make any entry in the Register.

(3) Upon the making of an order under subsection (1)(ii), the partnership shall be dissolved and its certificate of registration shall cease to be valid.

(4) An order under this section may contain such ancillary provision as the Court thinks fit.

(5) A person who fails to comply with any provision of an order of the Court under this section shall be guilty of an offence.

(6) An application may be made to the Court under subsection (1) notwithstanding the existence of any other penalty, remedy or proceedings (whether civil or criminal) in respect of the failure or refusal.

**Assignment of interest of limited partner.**

28. Subject to the provisions of the partnership agreement -
- (a) a partnership interest of a limited partner is assignable in whole or in part,
  - (b) an assignment by a limited partner of interest held by that limited partner in the partnership, or any part thereof -
    - (i) shall not dissolve the limited partnership,
    - (ii) shall not be valid unless made in accordance with the requirements (if any) of the partnership agreement,
    - (iii) shall not, unless and until the assignee is admitted to the partnership as a limited partner in accordance with the provisions of section 26, entitle the assignee to become or to exercise any right or power of a limited partner,
    - (iv) shall, upon the assignee being admitted to the partnership as a limited partner in accordance with the provisions of section 26, entitle the assignee to the rights and powers and, subject to subparagraph (v), render the assignee subject to the restrictions, liabilities and obligations

(including any obligation to make contributions to the capital of the partnership) to which the assignor was entitled or subject in respect of the interest assigned immediately before the assignment,

(v) shall not relieve the assignor of any liability arising pursuant to section 5(3), 16(3) or 24(2),

(c) a limited partner, upon the valid and absolute assignment of the whole of the partnership interest held by that limited partner and the subsequent removal of that limited partner from the register of limited partners, shall cease -

(i) to be a limited partner, and

(ii) to be entitled to exercise any right or power of a limited partner.

**Cases where person shall cease to be general partner.**

29. A person shall, subject to the provisions of the partnership agreement, cease to be a general partner of a limited partnership upon the occurrence of any of the following events -

(a) that person's resignation, retirement or removal in accordance with the requirements (if any) of the partnership agreement,

- (b) bankruptcy,
- (c) in the case of a general partner who is a natural person -
  - (i) that general partner's death, or
  - (ii) legal incapacity,
- (d) in the case of a general partner which is a separate partnership or a corporation, the dissolution thereof,
- (e) in the case of a general partner who is acting as such by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee).

**Cases where person shall cease to be limited partner.**

30. (1) A person shall cease to be a limited partner -
- (a) upon the valid and absolute assignment of the whole of that person's partnership interest,
  - (b) upon the return of the whole of that person's contribution (including, if appropriate, the release of all obligations on that person to make a contribution), or
  - (c) at such time or upon the occurrence of such event as may be specified in that behalf in the partnership agreement,

provided that, in each case, that person's name is removed from the register of limited

partners.

(2) The fact that a person has ceased to be a limited partner shall not relieve that person of any liability arising pursuant to sections 5(3), 16(3) or 24(2).

#### PART IV

#### DISSOLUTION OF LIMITED PARTNERSHIPS

##### **Dissolution of limited partnerships.**

**31.** (1) A limited partnership shall be dissolved upon the occurrence of any of the following -

- (a) upon the happening of any event specified in that behalf in the partnership agreement,
- (b) upon the expiration of its fixed term, unless notice of its continuance is filed with the Greffier not less than 15 days before the date of expiration,
- (c) if no term is fixed for the duration of the partnership, upon the expiration of a period of 30 years beginning on the date of its registration,
- (d) upon the written agreement of all partners that the partnership shall be dissolved,
- (e) upon the death, legal incapacity, retirement, resignation, removal, bankruptcy or dissolution of a general partner, unless -

- (i) the partnership agreement permits the partnership business to be carried on by the remaining general partners and there is at the time of the death or other said event at least one other general partner who does so carry on the partnership business,
- (ii) another general partner is validly appointed to the partnership immediately upon the death or other said event, or
- (iii) within a period of 90 days immediately following the date of the death or other said event, all remaining partners agree in writing to the continuation of the partnership business and to the appointment, effective as from that date, of such additional general partners as may be necessary or desirable, or

(f) upon the making by the Court of an order -

- (i) under section 27(1)(ii) directing the deletion from the Register of the particulars of registration of the partnership, or
- (ii) under section 32(1) for the dissolution of the partnership.

- (2) Subject to the provisions of the partnership agreement -
- (a) a limited partnership shall not be dissolved by -
    - (i) any change in the limited partners, or
    - (ii) the bankruptcy, death, retirement, removal, resignation, legal incapacity or dissolution of any limited partner, whether an individual, partnership or body corporate, and
  - (b) a limited partner may not dissolve a limited partnership by notice.

**Dissolution of limited partnership by Court.**

32. (1) The Court may order the dissolution of a limited partnership on the application of any partner or creditor thereof or on the application of the Commission if in its opinion -

- (a) it is not reasonably practicable to carry on the partnership's business in conformity with the partnership agreement,
- (b) the partnership is insolvent,
- (c) without prejudice to the generality of paragraph (b), the following conditions are satisfied -
  - (i) the partnership is indebted to a creditor in a

sum exceeding £750 or such other sum as may be prescribed,

- (ii) the creditor has, by the Greffier, served a notice on the partnership demanding payment of the debt, and
  - (iii) the partnership does not, within a period of 21 days immediately following the date of service of that demand, pay the debt or give security for it to the creditor's satisfaction,
- (d) there has been, in relation to the partnership, a failure to comply with any provision of an order of the Court under section 5(4);
- (e) the partnership is being conducted in a manner which is-
- (i) oppressive to any of the limited partners or prejudicial to their interests as limited partners or
  - (ii) calculated to affect prejudicially the carrying on of the partnership business,
- (f) the limited partners are not being given all information relating to the affairs of the partnership which they might reasonably expect,

- (g) the affairs of the partnership are being conducted in such a way as to defraud creditors (whether of the partnership or of any other person) or in an unlawful manner,
- (h) there has been persistent default by the partnership or by any general partner thereof in complying with the requirements or conditions imposed by or under this Law or any regulation made under it,
- (i) persons connected with the formation or management of the partnership have, in connection therewith, been guilty of fraud, misfeasance, breach of fiduciary duty or other misconduct in relation to the partnership or any partner thereof, or
- (j) it is just and equitable to do so.

(2) Upon the making of an order under subsection (1) for the dissolution of a limited partnership or at any time thereafter, the Court may make such other orders in relation to the dissolution as it thinks fit, including one for the appointment of one or more liquidators to wind up the partnership's affairs and distribute its assets.

**General provisions as to dissolution of limited partnerships.**

33. (1) Upon the dissolution of a limited partnership its affairs shall, unless a liquidator has been appointed by the Court under section 32(2) or under subsection (3), be wound up by the general partners.

(2) Upon the dissolution of a limited partnership no limited partner may, except in accordance with the provisions of sections 24 and 35 -

- (a) withdraw any part of that limited partner's contribution,  
or
- (b) otherwise claim as a creditor of the partnership.

(3) Upon the dissolution of a limited partnership or at any time thereafter, the Court may, on the application of any partner or assignee thereof or any creditor, make such orders in relation to the dissolution as it thinks fit, including one for the appointment of one or more liquidators to wind up the partnership's affairs and distribute its assets.

(4) On the appointment of a liquidator (whether under this section or under section 32) all powers of the general partners, and limited partners who are administrative partners, cease; and a person who purports to exercise any such power at a time when, pursuant to this subsection, those powers have ceased shall be guilty of an offence.

(5) Upon the dissolution of a limited partnership the partnership shall cease to carry on business except to the extent necessary for its beneficial winding up; and where in relation to a partnership there is a contravention of this subsection, the partnership and each general partner thereof shall be guilty of an offence.

(6) All expenses properly incurred in the dissolution of a limited partnership, including the liquidator's remuneration, are payable from the partnership's assets in priority to all other debts.

(7) Upon the dissolution of a limited partnership, notwithstanding the fact that (pursuant to subsection (8)(c) below) the certificate of registration has ceased to be valid, the persons winding up the partnership's affairs, in the name of and for and on behalf of the partnership -

- (a) may, to the extent necessary for the beneficial winding up of the partnership, prosecute, defend or settle any civil or criminal action,
- (b) shall dispose of the partnership's property and realise its assets, and
- (c) shall, in accordance with the provisions of section 35 -
  - (i) discharge the partnership's debts, and
  - (ii) distribute to the partners any remaining assets of the partnership,

the whole without prejudice to the personal liability of the partners.

(8) Upon the dissolution of a limited partnership -

- (a) notice of the fact shall, within a period of seven days beginning on the date of dissolution, be filed with the Greffier and published in the Alderney Gazette,
- (b) the Greffier shall, as soon as is reasonably practicable, delete the inscription relating to the partnership from the

Register, and

- (c) the partnership's certificate of registration shall cease to be valid.

(9) Where there is a contravention of any provision of subsection (8)(a) in relation to a limited partnership, the general partners thereof -

- (a) shall each be guilty of an offence, and
- (b) shall each continue to incur liability as if they were the general partners of a limited partnership which had not been dissolved.

(10) The dissolution of a limited partnership shall be deemed to take place upon the earlier of the following -

- (a) the date of the occurrence of the event upon which, under the provisions of this Law, the partnership is dissolved, or
- (b) the date of the order of the Court under section 32(1) for its dissolution.

(11) As soon as a limited partnership's affairs are fully wound up, the persons who conducted the winding up shall -

- (a) prepare an account of the winding up, giving details of the conduct thereof and the disposal of the partnership's

property, and stating whether or not any state of affairs described in section 34 has come to their attention, and

- (b) provide all partners with a copy of the said account.

(12) The persons conducting the winding up of a limited partnership may seek the Court's directions as to any matter arising in relation to the winding up; and upon such an application the Court may make such order as it thinks fit.

**Personal liability for certain defaults in event of insolvency.**

34. (1) In any case where -
- (a) a limited partnership has been dissolved and is unable to pay its debts, and
  - (b) there has been in relation to the partnership a contravention of any relevant provision which -
    - (i) has contributed to the inability of the partnership to pay its debts,
    - (ii) has materially misled or deceived any partner or creditor as to, or has resulted in substantial uncertainty as to, the assets, liabilities, client money or investment instruments of the partnership, or
    - (iii) has substantially impeded the orderly winding up of the partnership's affairs,

the Court may, on the application of any creditor or partner or of any person conducting the winding up of the partnership, declare that any officer or former officer of any general partner in the partnership who is responsible for the contravention shall be personally liable, without limitation of liability, for the debts of the partnership or such part thereof as may be specified by the Court.

(2) Where the Court makes a declaration under subsection (1) in relation to any person, it may -

- (a) give such directions as it thinks fit for the purpose of giving effect to the declaration, and
- (b) direct that the liability of that person under the declaration shall be a charge on -
  - (i) any debt due from the partnership to that person, to any person on behalf of that person, to any person claiming as assignee from or through that person, or to any person acting on behalf of such an assignee, or
  - (ii) any charge on any partnership assets or any interest in any such charge held by or vested in that person or any such person,

and the Court may also from time to time make such further orders as it thinks fit for the purpose of giving effect to any charge imposed under this subsection.

(3) In subsection (2) the expression "assignee" includes any person to whom or in whose favour, by the directions of the person liable, the debt, charge or interest was created, issued or transferred but does not include an assignee for valuable consideration (other than consideration by way of marriage) given in good faith and without notice of any of the grounds upon which the declaration might have been made.

(4) The Court shall not make a declaration under subsection (1) in respect of a person if it considers that -

(a) that person took all reasonable steps to secure compliance by the limited partnership with the relevant provisions, or

(b) that person had reasonable grounds for believing and did believe that a competent and reliable person, acting under the supervision or control of or appointed by the general partners -

(i) was charged with the duty of ensuring that those provisions were complied with, and

(ii) was in a position to discharge that duty.

(5) The foregoing provisions of this section are without prejudice to any other penalty, remedy or proceedings, whether civil or criminal, in respect of the

contravention.

- (6) In any case where -
- (a) a limited partnership has been dissolved and is unable to pay its debts, and
  - (b) there has been in relation to the partnership a contravention of any relevant provision which -
    - (i) has contributed to the inability of the partnership to pay its debts,
    - (ii) has materially misled or deceived any partner or creditor as to, or has resulted in substantial uncertainty as to, the assets, liabilities, client money or investment instruments of the partnership, or
    - (iii) has substantially impeded the orderly winding up of the partnership's affairs,

any officer or former officer of any general partner in the firm who is responsible for the contravention shall (without prejudice to any civil liability) be guilty of an offence.

(7) In a prosecution for an offence under this section, it shall be a defence for the person charged to show that -

- (a) all reasonable steps were taken by that person to secure

compliance by the limited partnership with the relevant provisions, or

(b) that person had reasonable grounds for believing and did believe that a competent and reliable person, acting under the supervision or control of or appointed by the general partners -

(i) was charged with the duty of ensuring that those provisions were complied with, and

(ii) was in a position to discharge that duty.

(8) For the purposes of this section -

(a) the expression "officer", in relation to a general partner, means any director, manager, member of any committee of management or other controlling authority, secretary or other similar officer of the general partner, any person purporting to act in any such capacity or any person in accordance with whose directions or instructions any of the aforesaid are accustomed to act,

(b) the expression "**relevant provision**" means any provision of section 18, 19(2) or 21(1) or (3) and any other provision for the time being prescribed by regulations of the Committee, and

(c) a person shall be considered to be responsible for a

contravention of a relevant provision if the  
contravention -

- (i) was committed with that person's consent or  
connivance, or
- (ii) was attributable to or facilitated by any neglect  
on the part of that person.

**Distribution of assets upon dissolution.**

35. Upon the dissolution of a limited partnership, the assets shall be  
distributed in the following order -

- (a) firstly, to creditors other than partners, to the extent  
otherwise permitted by law, in satisfaction of  
partnership debts,
- (b) secondly, to limited partners who are creditors and not  
administrative partners, and who are not also general  
partners, to the extent otherwise permitted by law, in  
satisfaction of partnership debts other than debts  
described in paragraph (d),
- (c) thirdly, to limited partners who are creditors and  
administrative partners, to the extent otherwise  
permitted by law, in satisfaction of partnership debts  
other than debts described in paragraph (d),
- (d) finally, subject to the provisions of the partnership

agreement, to partners as follows -

- (i) firstly, to limited partners for the return of their contributions or, where appropriate, for the release of their obligations to make contributions,
- (ii) secondly, to limited partners for their share of the profits on their contributions,
- (iii) thirdly, to general partners other than for capital and profits,
- (iv) fourthly, to general partners in respect of capital,
- (v) finally, to general partners in respect of profits.

## PART V

### MISCELLANEOUS PROVISIONS

#### **Application of general partnership law.**

36. The rules of law applicable to partnerships shall apply to limited partnerships unless inconsistent with the provisions of this Law.

#### **Criminal and civil liability for false statements.**

37. Any person who in connection with the registration of a limited partnership under this Law, or in submitting any declaration or other document or information to the Commission or Greffier or to any auditor under or for the purposes

of any provision of this Law, any regulation made under it or the said Ordinance, or in compliance or purported compliance with any requirement imposed by or under any such provision, or otherwise for the purposes of any such provision -

- (a) makes a statement which that person knows or has reasonable cause to believe to be false, deceptive or misleading in a material particular,
- (b) recklessly makes a statement, dishonestly or otherwise, which is false, deceptive or misleading in a material particular,
- (c) produces or furnishes or causes or permits to be produced or furnished any information or document which that person knows or has reasonable cause to believe to be false, deceptive or misleading in a material particular, or
- (d) recklessly produces or furnishes or recklessly causes or permits to be produced or furnished, dishonestly or otherwise, any information or document which is false, deceptive or misleading in a material particular,

shall be guilty of an offence; and, whether or not criminal proceedings are instituted, a person who suffers loss by reasonable reliance upon any such statement, information or document, or upon any statement, information or document which has, by reason of any supervening change of fact or circumstance, become false, deceptive or misleading in a material particular, may recover damages for the loss -

- (i) from the first mentioned person, or
- (ii) from any general partner -
  - (A) who knew or ought reasonably to have known that the statement, information or document was or had become false, deceptive or misleading in a material particular, and
  - (B) who had time or opportunity to amend or otherwise correct the statement, information or document before it was relied upon.

**Exclusion of liability for certain public officers.**

38. No liability shall be incurred by the States of Alderney, the Commission, or by any member, officer or servant thereof, or by the Greffier or any other officer of the Greffe, in respect of anything done or omitted to be done in the discharge or purported discharge of any of their functions under this Law or any regulation made under it, unless the thing is done or omitted to be done in bad faith.

**Fees.**

39. (1) On the occurrence in relation to a limited partnership of any event specified below, the limited partnership shall pay the following fees -

- (a) on the filing of -
  - (i) a declaration under section 8(2)(b), £350,

(ii) notice of change of particulars or of general partners or administrative partners under section 12(1), £25,

(iii) notice of continuance of partnership under section 31(1)(b), £25,

(iv) notice of dissolution under section 33(8)(a), £25,

in each case payable to the Greffier,

(b) on the issue of a new certificate of registration under section 12(1), £25 (payable to the Greffier);

(c) upon or in relation to any such event, circumstance or matter as may be prescribed, such fee payable to such person as may be prescribed in relation thereto.

(2) A fee specified in subsection (1) shall be recoverable from the limited partnership or from any general partner thereof as a civil debt.

**Restrictions on, and requirements for, use of certain descriptions and names.**

40. (1) Persons carrying on any business in the Bailiwick, other than a limited partnership within the meaning of this Law or a partner therein, shall not -

(a) so describe themselves, or so hold themselves out, as to indicate or reasonably be understood to indicate (whether in English or any other language), or

- (b) use any name which indicates or may reasonably be understood to indicate (whether in English or any other language),

that they are, or are carrying on business as, a limited partnership or (as the case may be) a partner therein.

(2) When transacting the business of, signing and executing documents for or otherwise binding the limited partnership, limited partners who are administrative partners must so describe themselves, or so hold themselves out, as to indicate or reasonably be understood to indicate that they are administrative partners for the purposes of this Law.

(3) A person who contravenes or causes or permits any contravention of any provision of this section shall be guilty of an offence.

**Offences by bodies corporate, etc.**

41. (1) Where an offence under this Law is committed by a body corporate or by an unincorporated body and is proved to have been committed with the consent or connivance of, or to be attributable to or to have been facilitated by any neglect on the part of, any director, manager, member of any committee of management or other controlling authority, secretary or other similar officer or partner of the body, or any person purporting to act in any such capacity, that person, as well as the body, is guilty of the offence and may be proceeded against and punished accordingly.

(2) Where the affairs of a body corporate are managed by its members, subsection (1) applies to a member in connection with that member's

functions of management as if that member were a director.

(3) Proceedings for an offence alleged to have been committed under this Law by an unincorporated body shall be brought in the name of that body and not in the name of any of its members; and a fine imposed on the body on its conviction of such an offence shall be paid out of its funds.

(4) For the purposes of this section a person shall be deemed to be a director of a body corporate if that person is a person in accordance with whose directions or instructions the directors of the body corporate or any of them act.

**Penalties.**

42. (1) A person guilty of an offence under section 5(5)(a), 27(5) or 37 shall be liable -

(a) on summary conviction, to imprisonment for a term not exceeding 3 months, to a fine not exceeding level 5 on the uniform scale, or to both,

(b) on conviction on indictment, to imprisonment for a term not exceeding 2 years, to a fine, or to both.

(2) A person guilty of any other offence under this Law shall be liable -

(a) on summary conviction, to a fine not exceeding level 5 on the uniform scale,

(b) on conviction on indictment, to a fine.

**Amendments to Insurance Business Law.**

43. The Insurance Business (Bailiwick of Guernsey) Law, 2002<sup>d</sup> is amended as set out in Schedule 1.

**Amendments to Insurance Managers and Intermediaries Law.**

44. The Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002<sup>e</sup> is amended as set out in Schedule 2.

**Amendments to Enforcement Powers Law.**

45. The Financial Services Business (Enforcement Powers) (Bailiwick of Guernsey) Law, 2020<sup>f</sup> is amended as set out in Schedule 3.

**Amendments to Protection of Investors Law.**

46. The Protection of Investors (Bailiwick of Guernsey) Law, 2020<sup>g</sup> is amended as set out in Schedule 4.

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<sup>d</sup> Order in Council No. XXI of 2002; amended by Order in Council No. I of 2000; No. XIII of 2010; Ordinance No. XXXIII of 2003; Nos. XII and LI of 2008; Nos. VIII and XXXI of 2010; No. XXXVI of 2011; No. LV of 2014; Nos. XII and XXXIX of 2015; Nos. II and IX of 2016; No. XXVII of 2017; No. XXVI of 2018; Alderney Ordinance No. III of 2017; Sark Ordinance No. X of 2017; G.S.I. No. 33 of 2004; G.S.I. No. 4 of 2008; G.S.I. Nos. 15 and 83 of 2010; G.S.I. No. 68 of 2014; G.S.I. No. 121 of 2015; and G.S.I. No. 50 of 2017.

<sup>e</sup> Order in Council No. XXII of 2002; No. I of 2000; No. XIII of 2010; Ordinance No. XXXIII of 2003; No. XIII of 2008; Nos IX. and XXXII of 2010; No. XII of 2015; No. XXXIX of 2015; Nos. II and IX of 2016; No. XXVII of 2017; No. XXVI of 2018; Alderney Ordinance No. III of 2017; Sark Ordinance No. X of 2017; G.S.I. No. 2 of 2008; G.S.I. No. 16 of 2010; G.S.I. No. 83 of 2010; and G.S.I. No. 50 of 2017.

<sup>f</sup> Order in Council No. XVII of 2020.

<sup>g</sup> Order in Council No. XVIII of 2020.

**Amendments to Fiduciaries Law.**

47. The Regulation of Fiduciaries, Administration Businesses and Company Directors, etc (Bailiwick of Guernsey) Law, 2020<sup>h</sup> is amended as set out in Schedule 5.

**Amendments to Banking Supervision Law.**

48. The Banking Supervision (Bailiwick of Guernsey) Law, 2020<sup>i</sup> is amended as set out in Schedule 6.

**Interpretation.**

49. (1) In this Law, unless the context otherwise requires -

"**accounting records**" shall be construed in accordance with section 18(1)(d),

"**administrative partner**": see section 15,

"**auditors' report**" has the meaning given by section 21(1),

"**bankrupt**" means, in relation to any person -

- (a) that that person has been declared by the Court to be insolvent or that a Commissioner or Committee of Creditors has been appointed by the Court to supervise or secure the estate of that person,

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<sup>h</sup> Order in Council No. XIX of 2020.

<sup>i</sup> Order in Council No. XX of 2020.

- (b) that that person's affairs have been declared in a state of "désastre" by arresting creditors at a meeting held before a Commissioner,
- (c) that a preliminary vesting order has been made against that person in respect of any real property owned by that person in the Bailiwick,
- (d) in the case of a registered company, that -
  - (i) a liquidator (provisional or otherwise) has been appointed to act, or
  - (ii) the company has passed a special resolution requiring the company to be wound up voluntarily,  
otherwise than for the sole purpose of solvent amalgamation or solvent reconstruction, or
- (e) that a composition or arrangement with creditors has been entered into in respect of that person whereby creditors will receive less than 100p in the pound or that possession or control has been taken of any of the property or affairs belonging to that person by or on behalf of creditors,

and cognate expressions shall be construed accordingly,

"**business**" includes every trade, occupation or profession;

"**certificate of registration**" means the certificate issued by the Greffier under section 9(1) or 12(1),

"**the Commission**" means the Guernsey Financial Services Commission established by the Financial Services Commission (Bailiwick of Guernsey) Law, 1987<sup>j</sup>,

"**the Committee**" means the States of Alderney Policy and Finance Committee or such other Committee or body as the States of Alderney may by Ordinance appoint for the purposes of this Law;

"**Court**" means the Court of Alderney;

"**contravention**" includes failure to comply, and cognate expressions shall be construed accordingly,

"**contribution**", in relation to a limited partner, means the money or property which, upon entering the limited partnership, that limited partner contributes or agrees to contribute to the capital of the partnership,

"**debts**" includes obligations and liabilities;

"**financial year**", in relation to a limited partnership, means -

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<sup>j</sup> Ordres en Conseil Vol. XXX, p. 243.

- (a) a period of up to 18 months beginning on the date on which the partnership is registered, and thereafter
- (b) each period of 12 months (or such other period as the Commission may by notice in writing allow in any particular case),

at the end of which the balance of the accounts of the partnership is struck,

**"general partner"** has the meaning given by section 2(1)(a);

**"the Greffier"** means the person appointed under section 20 of the Government of Alderney Law, 2004,

**"Her Majesty's Procureur"** includes Her Majesty's Comptroller,

**"insolvent"** and cognate expressions shall be construed in accordance with section 24(6),

**"limited partner"** has the meaning given by section 2(1)(b),

**"limited partnership"** means a partnership which is for the time being registered as a limited partnership in accordance with section 8 and in respect of which there is a valid certificate of registration,

**"partner"** means a limited or general partner,

**"partnership agreement"** has the meaning given in section 3,

**"partnership interest"** means a partner's share of the profits and losses of a limited partnership and the right to receive distributions of partnership assets,

**"prescribed"** means prescribed by regulations of the Committee,

**"qualified"** and **"disqualified"**, in relation to an auditor, shall be construed in accordance with section 20,

**"Register"** means the Register of Limited Partnerships established and maintained under section 7,

**"register of limited partners"** has the meaning given by section 18(1)(b), and

**"registration"** means the registration of a limited partnership by inscription in the Register in accordance with the provisions of section 8, and cognate expressions shall be construed accordingly.

(2) In relation to a limited partnership with two or more general partners, any provision of this Law requiring or authorising any thing to be done by or in relation to the general partners shall be satisfied, except where the context requires otherwise, by that thing being done by or in relation to any one general partner.

**Service of documents on limited partnerships and general partners.**

50. (1) Without prejudice to any other lawful method of service, any document to be given to or served on -

- (a) a limited partnership, may be given or served -
  - (i) by being left at, or sent by post to, the partnership's registered office, or
  - (ii) by being delivered to any general partner thereof, or by being left at, or sent by post to, the address shown in the Register,
- (b) a general partner, may be given or served -
  - (i) by being left at, or sent by post to, the partnership's registered office, or
  - (ii) by being delivered to the general partner, or by being left at, or sent by post to, the address shown in the Register,

and in this section the expression "**by post**" means by registered post or recorded delivery service.

(2) Notice to a general partner of any matter relating to the business or affairs of the limited partnership shall (without prejudice to the provisions of section 41(3)) be deemed to be notice to the partnership.

(3) A document sent by post shall, unless the contrary is shown, be deemed for the purposes of this section to have been received -

- (a) in the case of a document sent to an address in the United Kingdom, the Channel Islands or the Isle of Man, on the third day after the day of posting,
- (b) in the case of a document sent elsewhere by airmail, on the seventh day after the day of posting,

excluding in each case any non-business day within the meaning of section 1(1) of the Bills of Exchange (Guernsey) Law, 1958<sup>k</sup>.

(4) Service of a document sent by post shall be proved by showing the date of posting, the address thereon and the fact of prepayment.

**Power to make regulations.**

51. The Committee may, after consultation with the Commission, by regulation make such provision for the implementation of this Law and otherwise in respect of limited partnerships as it thinks fit including (without prejudice to the generality of the foregoing) provision as to any of the following matters -

- (a) the duties of the Greffier under this Law,
- (b) the forms to be used for the purposes of this Law,
- (c) the form of the Register,
- (d) any matter to be prescribed under this Law,

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<sup>k</sup> Ordres en Conseil Vol. XVII, p. 384; Vol. XXIV, p. 84; No. XI of 1993;

- (e) the amendment of any provisions of sections 19 - 22 so as to exclude the application of any requirement of those provisions in relation to limited partnerships of such classes or descriptions, in such circumstances and subject to such conditions as may be specified in the regulations,
- (f) the amendment of any provision of -
  - (i) section 8 (matters to be filed with Greffier in connection with registration of limited partnerships),
  - (ii) section 18 (records),
  - (iii) section 21 (auditors' reports), whether in relation to the matters to be stated in such reports or otherwise, and
  - (iv) section 22 (auditors' powers and duties), whether in relation to the matters to be stated in auditors' reports, the reporting of matters to the Committee or Commission or the supplying of information to them, or otherwise,
- (g) the variation of any fee specified in section 39(1),
- (h) the fees to be paid to the Commission or Greffier for

anything done by or in relation to them under or for the purposes of this Law, so far as the latter relates to limited partnerships,

(i) without prejudice to the generality of paragraph (i), the fees to be payable by any person for -

(i) an inspection by that person of the Register,

(ii) a copy or extract, or a certified copy or extract, of an entry in the Register or any certificate.

**General provisions as to regulations.**

52. (1) Any regulations under this Law may -

(a) empower the Committee or the Commission, in prescribed circumstances, to issue licences or permissions and give directions,

(b) provide that the provisions of this Law shall apply in relation to any class or description of limited partnership specified by the regulations subject to such exceptions, adaptations and modifications as may be so specified,

(c) make provision for their enforcement, including provision as to the creation, trial (summarily or on indictment) and punishment of offences,

(d) contain incidental, supplemental, transitional and

consequential provision,

- (e) be varied or repealed by subsequent regulations under this Law, and
- (f) make consequential amendments to this Law and other enactments so far as they relate to limited partnerships.

(2) Any power conferred by this Law to make regulations may be exercised -

- (a) in relation to all cases to which the power extends, or in relation to all those cases subject to specified exceptions, or in relation to any specified cases or classes of cases,
- (b) so as to make, as respects the cases in relation to which it is exercised -
  - (i) the full provision to which the power extends, or any lesser provision (whether by way of exception or otherwise),
  - (ii) the same provision for all cases, or different provision for different cases or classes of cases, or different provision for the same case or class of case for different purposes,
  - (iii) any such provision either unconditionally or subject to any prescribed conditions,

(c) so as to prohibit the doing of anything in relation to which provision may be made by regulations except under the authority of and in accordance with the conditions of a licence granted, subject to the satisfaction of such criteria and the payment of such fee as may be prescribed, by such person or body as may be prescribed.

(3) Any regulation made under this Law shall be laid before a meeting of the States as soon as possible and shall, if at that or the next meeting the States resolve to annul it, cease to have effect, but without prejudice to anything done under it or to the making of new regulations.

**Citation.**

53. This Law may be cited as the Limited Partnerships (Alderney) Law, 2021.

**Commencement.**

54. This Law shall come into force on the day appointed by Ordinance of the States; and different days may be appointed for different provisions and different purposes.

SCHEDULE 1

Section 43

AMENDMENTS TO INSURANCE BUSINESS LAW

1. (1) The Insurance Business (Bailiwick of Guernsey) Law, 2002 is amended as follows.

(2) In section 16A –

(a) in subsection (1)(d) after "general partner" insert "or administrative partner", and

(b) in subsection 2(e)(i) after "general partner" insert "or administrative partner".

(3) In section 89(3)(a)(ii) after "general partner" insert ", administrative partner,".

(4) In section 90(1)(b) after "general partner" insert ", administrative partner,".

(5) In section 95(1)(d)(i) after "limited partnership" insert "unless that limited partner is also an administrative partner".

(6) In Schedule 5 –

(a) after the definition "**administrative or secretarial services**" insert –

""**administrative partner**" means, in relation to an Alderney limited partnership, an administrative partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"

(b) in the definition of "**Alderney body**" –

(i) in paragraph (a), omit "or",

(ii) in paragraph (b) at the end insert "or", and

(iii) after paragraph (b) insert –

"(c) an Alderney limited partnership,"

(c) after the definition of "**Alderney Greffier**" insert –

""**Alderney limited partnership**" means an arrangement which is registered as a limited partnership, and in respect of which there is a valid certificate of registration, under the Limited Partnerships (Alderney) Law, 2021 (whether with or without legal personality),"

(d) in the definition of "**chief executive**" after "general partners" insert "or administrative partners",

(e) in the definition of "**compliance officer**" after "general partners" insert "or administrative partners",

(f) in the definition of "**general partner**" –

- (i) in paragraph (a) omit "and",
  - (ii) in paragraph (b) at the end, insert "and", and
  - (iii) after paragraph (b) insert –  
  
"(c) in relation to an Alderney limited partnership,  
a general partner within the meaning of the  
Limited Partnerships (Alderney) Law, 2021,"
- (g) in the definition of "**limited partner**" –
- (i) in paragraph (a) omit "and",
  - (ii) in paragraph (b) at the end, insert "and", and
  - (iii) after paragraph (b) insert –  
  
"(c) in relation to an Alderney limited partnership,  
a limited partner within the meaning of the  
Limited Partnerships (Alderney) Law, 2021,"
- (h) in the definition of "**limited partnership**" –
- (i) in paragraph (a), omit "or",
  - (ii) after paragraph (a) insert –

"(aa) an Alderney limited partnership, or", and

(iii) in paragraph (b) after "Guernsey" insert "and Alderney", and

(i) for the definition of "**partner**", substitute –

""**partner**" has the same meaning as in the Partnership (Guernsey) Law, 1995 and in the Partnership (Alderney) Law, 2021, and includes a general partner and a limited partner (including, in relation to an Alderney limited partnership, an administrative partner) of a limited partnership,".

LAW NOT YET IN FORCE

## SCHEDULE 2

Section 44

### AMENDMENTS TO INSURANCE MANAGERS AND INTERMEDIARIES LAW

1. (1) The Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002 is amended as follows.

(2) In section 11A –

(a) in subsection (2)(c) after "general partner" insert "or administrative partner", and

(b) in subsection 3(d)(i) after "general partner" insert "or administrative partner".

(3) In section 66(3)(a)(ii) after "general partner" insert ", administrative partner".

(4) In section 67(1)(b) after "general partner" insert ", administrative partner".

(5) In section 72(1)(d)(i) after "limited partnership" insert "unless that limited partner is also an administrative partner".

(6) In Schedule 3 –

(a) after the definition "**administrative or secretarial services**" insert –

""**administrative partner**" means, in relation to an Alderney limited partnership, an administrative partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"

- (b) in the definition of "**Alderney body**" –
  - (i) in paragraph (a), omit "or",
  - (ii) in paragraph (b) at the end insert "or", and
  - (iii) after paragraph (b) insert –
    - "(c) an Alderney limited partnership,"
- (c) after the definition of "**Alderney Greffier**" insert –

""**Alderney limited partnership**" means an arrangement which is registered as a limited partnership, and in respect of which there is a valid certificate of registration, under the Limited Partnerships (Alderney) Law, 2021 (whether with or without legal personality),"

- (d) in the definition of "**chief executive**" after "general partners" insert "or administrative partners",
- (e) in the definition of "**compliance officer**" after "general partners" insert "or administrative partners",
- (f) in the definition of "**general partner**" –

- (i) in paragraph (a) omit "and",
  - (ii) in paragraph (b) at the end, insert "and", and
  - (iii) after paragraph (b) insert –  
  
"(c) in relation to an Alderney limited partnership,  
a general partner within the meaning of the  
Limited Partnerships (Alderney) Law, 2021,"
- (g) in the definition of "**limited partner**" –
- (i) in paragraph (a) omit "and",
  - (ii) in paragraph (b) at the end, insert "and", and
  - (iii) after paragraph (b) insert –  
  
"(c) in relation to an Alderney limited partnership,  
a limited partner within the meaning of the  
Limited Partnerships (Alderney) Law, 2021,"
- (h) in the definition of "**limited partnership**" –
- (i) in paragraph (a), omit "or",
  - (ii) after paragraph (a) insert –

"(aa) an Alderney limited partnership, or", and

(iii) in paragraph (b) after "Guernsey" insert "and Alderney", and

(i) for the definition of "**partner**", substitute –

""**partner**" has the same meaning as in the Partnership (Guernsey) Law, 1995 and in the Partnership (Alderney) Law, 2021, and includes a general partner and a limited partner (including, in relation to an Alderney limited partnership, an administrative partner) of a limited partnership,".

LAW NOT YET IN FORCE

SCHEDULE 3

Section 45

AMENDMENTS TO ENFORCEMENT POWERS LAW

1. (1) The Financial Services Business (Enforcement Powers) (Bailiwick of Guernsey) Law, 2020 is amended as follows.

(2) In section 6(1)(r), after "general partner" insert "or administrative partner".

(3) In section 8(2)(b), after "general partner" insert "or administrative partner".

(4) In section 25(2), for "or an Alderney company", substitute ", an Alderney company or an Alderney limited partnership with legal personality".

(5) In section 54(1)(a) –

(a) in subparagraph (iv), omit "or",

(b) in subparagraph (v), immediately after "limited liability partnership," insert "or", and

(c) after subparagraph (v), insert –

"(vi) to the Alderney Greffier under the Limited Partnerships (Alderney) Law, 2021 for the registration of a limited partnership,".

- (6) In section 55 –
- (a) in subsection (1) after "Guernsey limited partnership," insert "an Alderney limited partnership,"
  - (b) in subsection (2) after "Guernsey limited partnership," insert "an Alderney limited partnership,"
  - (c) in subsection (4)(b), after "Limited Partnerships (Guernsey) Law, 1995," insert "section 32 of the Limited Partnerships (Alderney) Law, 2021,".

- (7) In section 71 –
- (a) in paragraph (d), omit "or",
  - (b) in paragraph (e), immediately after "foundations," insert "or", and
  - (c) after paragraph (e), insert –
    - "(f) Alderney limited partnerships,".

- (8) For section 72(1)(b), substitute the following paragraph –
- "(b) to be insolvent for the purposes of –

(i) the Limited Partnerships (Guernsey) Law, 1995 (in the case of a Guernsey limited partnership), or

(ii) the Limited Partnerships (Alderney) Law, 2021 (in the case of an Alderney Limited Partnership),".

(9) In section 73(1) –

(a) in paragraph (a)(iv), omit "and",

(b) in paragraph (b), at the end, insert "and", and

(c) after paragraph (b), insert –

"(c) the Court of Alderney may order the dissolution, in accordance with the provisions of the Limited Partnerships (Alderney) Law, 2021, of a licensed insurer which is an Alderney limited partnership,".

(10) In section 74 –

(a) in subsection (1), after "the Limited Partnerships (Guernsey) Law, 1995," insert "the Limited Partnerships (Alderney) Law, 2021,"

(b) in subsection (4) –

- (i) in paragraph (c), omit "or",
- (ii) in paragraph (d) at the end, insert ", or", and
- (iii) after paragraph (d), insert –
- "(e) is insolvent for the purposes of the Limited Partnerships (Alderney) Law, 2021 (in the case of an Alderney limited partnership),".

(11) In section 75(1) –

- (a) in paragraph (c), at the end, omit "and",
- (b) in paragraph (d), at the end, remove the full stop and insert "and", and
- (c) after paragraph (d), insert –
- "(e) section 31 of the Limited Partnership (Alderney) Law, 2021, a licensed insurer which is an Alderney limited partnership and which carries on long term business shall not be dissolved except by order of the court for the dissolution of the partnership under section 32 of the Law.".

(12) In section 76 –

- (a) in subsection (2), after "Alderney company" insert "or an Alderney limited partnership", and
- (b) in subsection (3), after "Alderney company" insert "or an Alderney limited partnership".

(13) In section 77, after "Alderney company" insert "or an Alderney limited partnership".

(14) In section 130(1)(d)(i), after "limited partnership" insert "unless that limited partner is also an administrative partner".

(15) In Schedule 1 –

- (a) after the definition of "**administration manager**", insert the following definition –

""**administrative partner**" means, in relation to an Alderney limited partnership, an administrative partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"

- (b) after the definition of "**Alderney Greffier**", insert the following definition –

""**Alderney limited partnership**" means an arrangement which is registered as a limited partnership, and in respect of which there is a valid certificate of registration, under the Limited Partnerships (Alderney) Law, 2021 (whether with or without legal personality),"

- (c) in paragraph (b) of the definition of "**Bailiwick body**" –
- (i) in subparagraph (i), omit "or"
  - (ii) in subparagraph (ii) at the end insert "or", and
  - (iii) after subparagraph (ii) insert –
    - "(iii) an Alderney limited partnership with legal personality,"
- (d) in the definition of "**chief executive**" after "general partners" insert "or administrative partners",
- (e) in the definition of "**compliance officer**", after "general partners" insert "or administrative partners",
- (f) in the definition of "**general partner**" –
- (i) in paragraph (a) omit "and",
  - (ii) in paragraph (b) at the end, insert "and", and
  - (iii) after paragraph (b) insert –
    - "(c) in relation to an Alderney limited partnership, a general partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"

- (g) in the definition of "**limited partner**" –
- (i) in paragraph (a) at the end, omit "and",
  - (ii) in paragraph (b) at the end, insert "and", and
  - (iii) after paragraph (b), insert –
- "(c) in relation to an Alderney limited partnership, a limited partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"
- (h) in the definition of "**limited partnership**" –
- (i) in paragraph (a), omit "or",
  - (ii) after paragraph (a), insert –
- "(aa) an Alderney limited partnership, or", and
- (iii) in paragraph (b) after "Guernsey" insert "and Alderney",
- (i) in the definition of "**officer**", in paragraph (b) after "general partner" insert "or administrative partner",
- (j) for the definition of "**partner**", substitute –

""**partner**"" has the same meaning as in the Partnership (Guernsey) Law, 1995 and in the Partnership (Alderney) Law, 2021, and includes a general partner and a limited partner (including, in relation to an Alderney limited partnership, an administrative partner) of a limited partnership," and

(k) in the definition of "**winding up event**" in paragraph (h) after "Limited Partnerships (Guernsey) Law, 1995" insert ", or section 31 of the Limited Partnerships (Alderney) Law, 2021".

LAW NOT YET IN FORCE

## SCHEDULE 4

Section 46

### AMENDMENTS TO PROTECTION OF INVESTORS LAW

1. (1) The Protection of Investors (Bailiwick of Guernsey) Law, 2020 is amended as follows.

(2) In section 39 –

(a) in subsection (1)(c) after "general partner" insert "or administrative partner", and

(b) in subsection (3)(b)(i) after "general partner" insert "or administrative partner".

(3) In section 63(1)(a)(ii) after "general partner" insert "or administrative partner".

(4) In section 64(1)(b) after "general partner" insert "or administrative partner".

(5) In section 67(1)(d)(i), after "limited partnership" insert "unless that limited partner is also an administrative partner".

(6) In section 79(1) –

(a) after the definition of "**administration manager**" insert –

""**administrative partner**" means, in relation to an Alderney limited partnership, an administrative partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"

(b) after the definition of "**Alderney Greffier**" insert –

""**Alderney limited partnership**" means an arrangement which is registered as a limited partnership, and in respect of which there is a valid certificate of registration, under the Limited Partnerships (Alderney) Law, 2021 (whether with or without legal personality),"

(c) in paragraph (b) of the definition of "**Bailiwick body**" –

(i) in subparagraph (i), omit "or"

(ii) in subparagraph (ii) at the end insert "or", and

(iii) after subparagraph (ii) insert –

"(iii) an Alderney limited partnership with legal personality,"

(d) in the definition of "**chief executive**" after "general partners" insert "or administrative partners",

(e) in the definition of "**compliance officer**", after "general partners" insert "or administrative partners",

(f) in the definition of "**general partner**" –

- (i) in paragraph (a) omit "and",
  - (ii) in paragraph (b) at the end, insert "and", and
  - (iii) after paragraph (b) insert –  
"(c) in relation to an Alderney limited partnership, a general partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"
- (g) in the definition of "**limited partner**" –
- (i) in paragraph (a) omit "and",
  - (ii) in paragraph (b) at the end, insert "and", and
  - (iii) after paragraph (b) insert –  
"(c) in relation to an Alderney limited partnership, a limited partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"
- (h) in the definition of "**limited partnership**" –
- (i) in paragraph (a) at the end, omit "or",
  - (ii) after paragraph (a), insert –

- "(aa) an Alderney limited partnership, or", and
  
- (iii) in paragraph (b) after "Guernsey" insert "and Alderney",
  
- (i) in the definition of "**officer**" after "general partner" insert "or administrative partner", and
  
- (j) for the definition of "**partner**", substitute –

""**partner**" has the same meaning as in the Partnership (Guernsey) Law, 1995 and in the Partnership (Alderney) Law, 2021, and includes a general partner and a limited partner (including, in relation to an Alderney limited partnership, an administrative partner) of a limited partnership,".

LAW NOT YET IN FORCE

## SCHEDULE 5

Section 47

### AMENDMENTS TO FIDUCIARIES LAW

1. (1) The Regulation of Fiduciaries, Administration Businesses and Company Directors, etc (Bailiwick of Guernsey) Law, 2020 is amended as follows.
  - (2) In section 3(1)(m) after "limited partnership" insert "(other than as an administrative partner in an Alderney limited partnership)".
  - (3) In section 4 –
    - (a) in subsection (2)(d), in both places, after "general partner" insert "or administrative partner",
    - (b) in subsection (3)(d), in both places, after "general partner" insert "or administrative partner".
  - (4) In section 12 –
    - (a) in subsection (1)(c) after "general partner" insert "or administrative partner", and
    - (b) in subsection (3)(b)(i) after "general partner" insert "or administrative partner".
  - (5) In section 43(1)(b) after "general partner" insert "or administrative partner".

(6) In section 44(1)(a)(ii) after "general partner" insert "or administrative partner".

(7) In section 48(1)(d)(i), after "limited partnership" insert "unless that limited partner is also an administrative partner".

(8) In section 59(1) –

(a) after the definition of "**administration manager**" insert –

""**administrative partner**" means, in relation to an Alderney limited partnership, an administrative partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"

(b) after the definition of "**Alderney Greffier**" insert –

""**Alderney limited partnership**" means an arrangement which is registered as a limited partnership, and in respect of which there is a valid certificate of registration, under the Limited Partnerships (Alderney) Law, 2021 (whether with or without legal personality),"

(c) in paragraph (b) of the definition of "**Bailiwick body**" –

(i) in subparagraph (i), omit "or"

(ii) in subparagraph (ii) at the end insert "or", and

- (iii) after subparagraph (ii) insert –
- "(iii) an Alderney limited partnership with legal personality,"
- (d) in the definition of "**chief executive**" after "general partners" insert "or administrative partners",
- (e) in the definition of "**compliance officer**", after "general partners" insert "or administrative partners",
- (f) in the definition of "**established place of business**", after "the Limited Partnerships (Guernsey) Law, 1995," insert "the Limited Partnerships (Alderney) Law, 2021,"
- (g) in the definition of "**general partner**" –
- (i) in paragraph (a) omit "and",
- (ii) in paragraph (b) at the end, insert "and", and
- (iii) after paragraph (b) insert –
- "(c) in relation to an Alderney limited partnership, a general partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"
- (h) in the definition of "**limited partner**" –

- (i) in paragraph (a) omit "and",
- (ii) in paragraph (b) at the end, insert "and", and
- (iii) after paragraph (b) insert –
  - "(c) in relation to an Alderney limited partnership, a limited partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"
- (i) in the definition of "**limited partnership**" –
  - (i) in paragraph (a) at the end, omit "or",
  - (ii) after paragraph (a), insert –
    - "(aa) an Alderney limited partnership, or", and
  - (iii) in paragraph (b) after "Guernsey" insert "and Alderney", and
- (j) for the definition of "**partner**", substitute –

""**partner**" has the same meaning as in the Partnership (Guernsey) Law, 1995 and in the Partnership (Alderney) Law, 2021, and includes a general partner and a limited partner (including, in relation to an Alderney limited partnership, an administrative partner) of a limited partnership,".

SCHEDULE 6

Section 48

AMENDMENTS TO THE BANKING SUPERVISION LAW

1. (1) The Banking Supervision (Bailiwick of Guernsey) Law, 2020 is amended as follows.

(2) In section 12(3)(d) after "general partner" insert "or administrative partner".

(3) In section 50(1)(b) after "general partner" insert "or administrative partner".

(4) In section 51(1)(a)(ii) after "general partner" insert "or administrative partner".

(5) In section 56(1)(d)(i), after "limited partnership" insert "unless that limited partner is also an administrative partner".

(6) In section 66(1) –

(a) after the definition of "**administration manager**" insert –

""**administrative partner**" means, in relation to an Alderney limited partnership, an administrative partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"

(b) after the definition of "**Alderney Greffier**" insert –

""**Alderney limited partnership**" means an arrangement which is registered as a limited partnership, and in respect of which there is a valid certificate of registration, under the Limited Partnerships (Alderney) Law, 2021 (whether with or without legal personality),"

(c) in paragraph (b) of the definition of "**Bailiwick body**" –

(i) in subparagraph (i), omit "or",

(ii) in subparagraph (ii) at the end insert "or", and

(iii) after subparagraph (ii) insert –

"(iii) an Alderney limited partnership with legal personality,"

(d) in the definition of "**chief executive**" after "general partners" insert "or administrative partners",

(e) in the definition of "**compliance officer**", after "general partners" insert "or administrative partners",

(f) in the definition of "**general partner**" –

(i) in paragraph (a) omit "and",

(ii) in paragraph (b) at the end, insert "and", and

(iii) after paragraph (b) insert –

"(c) in relation to an Alderney limited partnership, a general partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"

(g) in the definition of "**limited partner**" –

(i) in paragraph (a) omit "and",

(ii) in paragraph (b) at the end, insert "and", and

(iii) after paragraph (b) insert –

"(c) in relation to an Alderney limited partnership, a limited partner within the meaning of the Limited Partnerships (Alderney) Law, 2021,"

(h) in the definition of "**limited partnership**" –

(i) in paragraph (a) at the end, omit "or",

(ii) after paragraph (a), insert –

"(aa) an Alderney limited partnership, or", and

(iii) in paragraph (b) after "Guernsey" insert "and Alderney", and

(i) for the definition of "**partner**", substitute –

""**partner**" has the same meaning as in the Partnership (Guernsey) Law, 1995 and in the Partnership (Alderney) Law, 2021, and includes a general partner and a limited partner (including, in relation to an Alderney limited partnership, an administrative partner) of a limited partnership,".

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