

**Notice to all limited partnerships registered under the Limited Partnerships (Jersey) Law 1994 (the “LP Law”)**

**Purpose of this notice**

This notice sets out the changes proposed to be made to the LP Law (the “**Draft Amendments**”). The Draft Amendments are appended to this notice.

The Draft Amendments have been prepared with the assistance of:

- (i) a dedicated expert industry working group led by Jersey Finance Limited.
- (ii) representation from the Registrar of Limited Partnerships.
- (iii) representation from the Financial Services Unit and Law Officers’ Department of the Government of Jersey.
- (iv) the Law Drafting Office.

This notice is in lieu of a formal public consultation.

**Background to limited partnerships established under the LP Law and their use in Jersey**

A limited partnership is an unincorporated body, born out of an arrangement between partners (at least 2), designated either general partners or limited partners who enter into a declaration as required by the LP Law and which is registered as a limited partnership under the LP Law with the Registrar. The general partner or general partners acts as agent for the limited partnership and holds the assets on behalf of the limited partnership.

The limited partnership structure is most used by Jersey’s financial services sector for its international fund, private finance, property holding or private venture capital structures. This is due to it combining the benefits of tax transparency and the flexibility of an ordinary partnership with limited liability for its limited partners, i.e., the underlying investors. Historically, it was the vehicle of choice for professional firms, such as law firms and accountancy firms.

It does not require the general partner to be resident in Jersey and there is no upper limit on the number of limited partners it can have. There is also limited information, which is required to be made publicly available about the limited partnership’s activities: there is no annual audit requirement and, presently, no annual return requirement.

**Key objectives of the Draft Amendments**

The Draft Amendments have the following key objectives:

- (i) To modernise, resolve any ambiguity and build greater flexibility into the LP Law to bring it into line with Jersey’s competitor jurisdictions as an international finance centre.
- (ii) To clarify the process for terminating a limited partnership.
- (iii) To provide new reporting obligations and powers to the Registry to ensure the Register is kept up-to-date and accurate.
- (iv) To provide wider amendment powers permitted to be made by way of secondary legislation to the primary LP Law to facilitate quicker and more efficient legislative change in the future.

Set out below are the technical details of the Draft Amendments.

## Details of the Draft Amendments

### (A) Modernise the LP Law

This falls into the following:

- (i) Online reporting and registration
  - New definitions (article 1) of:
    - “delivery” to include electronic delivery.
    - “electronic” to enable digital uploading and other forms of digital communication#.
    - “nominated person” to allow for a person other than the general partner to deliver and or file the information or documents required by the LP Law with the Registrar.
- (ii) Clarification of existing provisions of LP Law
  - A general partner can be an unincorporated body (article 3(3)).
  - A limited partnership is not a legal person (it is a legal arrangement only).
  - Removal of the requirement to include the term of the limited partnership in the information provided to the Registrar on establishment (article 4(3)).
  - Name of limited partnership is now able to include the name of a partner so long as its name is not misleading – the Registrar has power to issue guidance on names that would be considered misleading or undesirable (article 7).
  - Disclosure of a limited partnership’s records is expressly made subject to the terms of the partnership agreement (article 8(5)(c)) – this addresses an issue concerning the sharing of sensitive commercial information with partners which arose in a recent case (*IQ EQ 1986 Limited v Agilitas Private Equity GP Limited and Ors 23 June 2020*)
  - Contributions made by limited partners to the limited partnership may be paid up or owing (article 10).
  - The previous clawback provisions for profits or contributions paid to a limited partner have been clarified so that the statutory minimum period remains 6 months but that a longer period can be specified by the partnership agreement. The clawback provision has been simplified so it only operates if the payment was made when or because of which the limited partnership is insolvent (articles 14(3) and 17(2)).
  - A new provision to allow for third parties to have enforceable rights under the partnership agreement while not being a partner (new article 16A).
  - A new provision to allow for sanctions or other consequence imposed on partners for breach of the partnership under the partnership agreement to be capable of being enforced and not invalidated by reason of them being penal (new article 17A).
  - The general partner is liable for the debts and obligations of the limited partnership in the event it has insufficient assets to meet its liability (article 18(2)).
  - A new provision to clarify that any member of a committee of the limited partnership is not liable to the limited partnership, its partners or third party unless expressly provided for in the terms of his or her appointment or under the partnership agreement (article 19(7)).

- A new provision to clarify that the limited partnership can elect to continue in a different legal form provided it has been approved by the partners and any relevant authorities, such as the Comptroller of Income Tax (article 21A(2)). This provision stated in the Draft Amendments to be the one exception to the rule of de-registration triggering the dissolution of the limited partnership or requiring it to be wound up first.

(iii) Building greater flexibility into LP Law

This is to be achieved in the Draft Amendments by allowing the limited partnerships contractual provisions except in certain circumstances to override the law, and the law operating more as a statutory back stop where the partnership agreement is silent or to where the law imposes certain fundamental obligations and protections on a limited partnership and its partners. This is achieved by the following changes: -

- Removal of overriding statutory restriction on general partners' rights and powers in respect of the limited partnership (article 11(1) – the consent requirement for certain specific actions has been removed. The powers and rights of the general partner are now made subject to the partnership agreement only.
- Rights of a limited partner to inspect records and be given a formal account of the limited partnership's affairs are expressly made subject to the terms of the partnership agreement (or to any regulations made under the LP Law which statutorily alter them) (article 13).
- A limited partner's entitlement to receive a return of his or her or its contributions or share of the profits of the limited partnership is expressly made subject to the partnership agreement. This can provide none will be made to the limited partner (article 16) or the circumstances which trigger a repayment or return of any contributions or profits received (article 17(4)).
- A limited partner's liability to the limited partnership is expressly made subject to the terms of the partnership agreement (article 18(1)).
- A limited partner's liability to the limited partnership for its debts or obligations is expressly made subject to the partnership agreement in addition to the LP Law.
- New provisions allowing for the winding up of the partnership to be undertaken by a person other than the general partner if authorised by the partners or by the partnership agreement or by the court (articles 23, 24(3)).

(iv) Wider protections for the limited partner's limited liability

- The limited liability status of a limited partner conferred under the law (article 19(5)) has been expanded to amplify what does not constitute participating in the management of the limited partnership (for which the general partner is responsible and exposes such a person to the debts and liabilities of the limited partnership in the event it is insolvent). These provisions are known as the "safe harbour" provisions and have been updated to reflect the equivalent provisions in competitor jurisdictions' laws. The Draft Amendments allow for the Minister to amend this provision in the LP Law by an Order.
- The LP Law has also been clarified so that any person seeking to claim against a limited partner on the basis that he or she or it participated in the management of the limited partnership needs to show (i) that it was in respect of a period where they had actual knowledge of the participation and (ii) that this person's reasonable belief that the limited partner was a general partner was based upon the limited partner's conduct (article 19(4)).

**(B) New process for termination****(i) Existing Process:**

Currently the process for termination of a limited partnership operates in the following manner:

- a. Voluntary termination - the general partner is required to sign a statement of dissolution which is delivered to the Registrar to cancel its registration before the partners can dissolve the limited partnership and trigger the winding up of the limited partnership (article 22) – failure to deliver the statement of dissolution to the Registrar results in a general partner being guilty of an offence.
- b. Involuntary termination – there are presently 2 ways in which this occurs under the LP Law (i) when the limited partnership no longer has a general partner, it triggers its dissolution unless a replacement general partner can be found within 90 days of the event of its dissolution (article 24); or (ii) where a partner applies to Court and the Court orders its dissolution and gives directions for its winding up (article 25). In each case notice of the dissolution is required to be delivered to the Registrar so that its registration is cancelled, in the first case by a limited partner and in the second by the partner who applied to Court. In neither case is there a penalty directly imposed for failure to deliver this statement of dissolution to the Registrar.

The issues created by the above processes are two-fold:

- a. Cancellation of registration depends on a person other than the Registrar or Court delivering the request for its cancellation. Other than in the case of the Court ordering the dissolution, the Registrar will not have actual notice whether the limited partnership has been dissolved and or is being wound up. The penalty provision on failure to deliver the relevant request is therefore not triggered. More importantly, if the relevant request for cancellation of registration has not been delivered, it means the Register of limited partnerships is inaccurate. The Register is currently understood to contain a number of limited partnerships which have been dissolved and or wound up. This is a matter that needed resolution.
  - b. The above process allows for a limited partnership to be dissolved before its assets are distributed by the winding up process. Dissolution is typically interpreted as indicating the final termination of a structure. Furthermore, the limited partnership and its partners cease to be afforded the framework of the LP Law when de-registration occurs despite winding up of its assets occurring after. This raises questions as to the limited liability position of limited partners during this period and how the general partner is authorised to act. Again, this issue needed resolution.
- (ii) New Process:**
- The new process will create a clearer order of events and with dissolution being the final act of the limited partnership. It will also ensure a limited partnership is removed from the Register when it is not compliant with its statutory reporting and annual fee requirements under the LP Law. This will capture those limited partnerships which failed to follow the correct process for de-registration but have been wound up and, also, those where the general partner is in default of its statutory obligations but has failed to advise the limited partners and continues to hold office.

- a. Voluntary Termination – the process proposed is that upon winding up of the limited partnership being triggered (by the partners under the partnership agreement) the limited partnership is obliged to be wound up. Upon winding up being completed a request for cancellation of its registration must be delivered to the Registrar. Failure to do is an offence and penalised by a fine. Dissolution only occurs once the limited partnership has been de-registered.
- b. Involuntary termination – this is split into 3 different situations:
  - i. where the general partner ceases to be in office and is not replaced (article 24) - A request to cancel the registration of the limited partnership is required once winding up is complete. An offence is committed where this is not done.
  - ii. where a limited partner applies to Court for an order for it to be wound up either in consequence of there being no general partner or where the manner in which the partnership is being conducted is oppressive to a limited partner or prejudices the activities of the limited partnership (articles 24(1)(ii) and 25). - In both cases a request for the limited partnership's registration to be cancelled is required to be made once winding up is complete. An offence is committed where this is not done.
  - iii. where the general partner remains in office but is in continued default of its statutory obligations – a new provision (3) is to be added to article 21A which gives the Registrar power to cancel the registration of the limited partnership with a new definition of "continued default" incorporated into article 1. This definition sets out the statutory duties with which, if the general partner fails to comply, will allow the Registrar (upon giving 30 days' written notice to the limited partnership's registered office) to simply de-register it. There is no other requirement than notice to be given. The Court is not engaged. The power sits solely at the discretion of the Registrar. Where this provision is triggered the powers of the general partner are expressly restricted only to allow winding up of the limited partnership or to apply to reinstate the limited partnership's registration and reverse its dissolution. Limited partners' limited liability under the LP Law is retained. The defaulting general partner is made liable for the cost of reinstatement (new article 21B).

The effect of this provision is to oust the jurisdiction of Jersey customary law to the extent it could be argued that it would operate to treat the partnership as continuing in the form of a common law partnership. It will also ensure that third parties are not adversely affected by a defaulting general partner holding itself out as acting on behalf of a validly still registered limited partnership. Given the use of limited partnerships by the finance industry as part of its international activities it is important the law expressly prohibits the general partner from entering into new activities or continuing to act without regard for the de-registration of the limited partnership. International investors (as limited partners), commercial partners and creditors are unlikely to be put on notice as to the change in status simply by reference to the limited partnership ceasing to be registered.

- c. Power to reinstate – to address the adverse consequences of a limited partnership having its registration cancelled by the Registrar for the continued default of the general partner, a new provision (article 22) has been incorporated to allow for the limited partnership to be reinstated. This provision can also be used where a partnership has mistakenly been de-registered and still has assets so needs to be reinstated. This application can be brought by a partner, a creditor or any other interested party any time before the 10<sup>th</sup> anniversary of it being de-registered. The effect of reinstatement is to treat the dissolution as void and to allow for its original registration to be reinstated. This is done by the applicant delivering the Act of Court approving its reinstatement to the Registrar.

**(C) Enhanced reporting obligations and Registrar’s powers**

- (i) A new annual confirmation requirement (article 5A) is to be incorporated into the LP Law. This reporting obligation for limited partnerships is in line with the reporting requirements of other legal vehicles. It will provide the Registrar with regular updates as to the status of the limited partnership and any changes to the information it has provided to the Registrar. It is anticipated this provision in the future will allow for the beneficial ownership of the limited partnership to be disclosed to the Registrar. There is a penalty for any general partner acting on behalf of a limited partnership for defaulting on this new obligation. This penalty is in line with the existing penalties under the LP Law for a reporting default of the general partner.
- (ii) As detailed above in respect of the new process for termination, the Registrar is to have a new power to remove defaulting limited partnerships from the Register (article 21A(3)).
- (iii) The Registrar is to have new power to apply to Court for the limited partnership to be wound up where its activities are bringing the reputation of the Island into disrepute (article 25(1A)).

**(D) Wider amendment powers**

- (i) The Draft Amendments allow for the annual confirmation requirement to be expanded to include additional information upon the Minister issuing an Order to amend this provision (article 5A). An Order can be passed by the Minister alone and does not need the approval of the States Assembly or the Privy Council as amendments to the LP Law do.
- (ii) The main amendment power of the LP Law – Article 37A Regulations – is now amended to allow for additional changes to be made by way of regulations rather than an amendment to the primary law. Regulations do require the approval of the States Assembly but not the approval of the Privy Council.

**Penalties**

The new annual reporting obligation carries a criminal penalty for a general partner who fails to comply with this new obligation. The type and level of penalty matches the existing penalty provisions under the LP Law for a general partner failing to meet its other statutory obligations, i.e., a fine not exceeding level 2 on the standard scale and, if continued, a further fine not exceeding level 1 on each day the offence continues.

## Impact of Draft Amendments

### 1. Who is affected?

These changes will affect all limited partnerships, including those which are used for domestic purposes as well as those used in international structures and which have non-Jersey resident general partners.

### 2. How are they affected?

The most significant impact of the changes is that they alter the process for terminating a limited partnership and allow for non-compliant limited partnerships' registration to be cancelled by the Registrar. This negative impact of this change is offset by the introduction of a reinstatement process. This allows for a limited partnership to be reinstated if the application is made before the expiry of 10 years from its de-registration. It is also offset by continued protection of a limited partner's limited liability status being incorporated into the LP Law.

The additional powers of the Registrar to require more information from limited partnerships by way of annual confirmations and remove from the Register those which are in default is important too. It will impose new information and reporting obligations on limited partnerships with sanctions for any who are in default, but these obligations and sanctions are proportionate and in line with international standards. This will ensure, however, that the Register is kept updated and accurate, and Jersey can demonstrate effective supervision of limited partnerships (wheresoever they are situated) for the purposes of FATF's assessment of the Island as an international finance centre by its assessment body, MONEYVAL.

## Timetable for bringing Draft Amendments into force

The intention is for the Draft Amendments once approved by the States Assembly to be lodged with the Privy Council for approval in the new year and once they have been approved, for them to have immediate effect.

## Period for response and feedback

The period for feedback and raising concerns or questions about the Draft Amendments as set out in this Notice is a month, with the final date to send feedback on 21<sup>st</sup> January 2022.

There will be an additional presentation made available to Jersey's financial industry through its representative body, Jersey Finance Limited on 12<sup>th</sup> January 2022 at 9.30am. This will be a virtual event with a Questions and Answer session. The period for feedback following this event will also be up to 21<sup>st</sup> January 2022.

## Where to send feedback or raise questions?

Your feedback and questions can be sent to [c.brambilla@gov.je](mailto:c.brambilla@gov.je) or by letter to Mrs C Brambilla, Financial Services Unit, Department for the Economy, Government of Jersey, 19-21 Broad Street, St Helier, Jersey JE2 3RR. You can request for your feedback to remain confidential and anonymous.



## Data Protection (Jersey) Law 2018 Privacy Notice

### How will we use the information about you?

We will use the information you provide in a manner that conforms to the Data Protection (Jersey) Law 2018.

We will endeavour to keep your information accurate and up to date and not keep it for longer than is necessary. In some instances, the law sets the length of time information has to be kept. Please ask to see our retention schedules for more detail about how long we retain your information.

We may not be able to provide you with a service unless we have enough information or your permission to use that information.

We may not pass any personal data on to anyone outside of the State of Jersey, other than those who either process information on our behalf, or because of a legal requirement, and we will only do so, where possible, after we have ensured that sufficient steps have been taken by the recipient to protect your personal data.

We will not disclose any information that you provide “in confidence” to anyone else without your permission, except in the few situations where disclosure is required by law, or where we have good reason to believe that failing to share the information would put someone else at risk. You will be told about this unless there are exceptional reasons not to do so.

We do not process your information overseas using web services that are hosted outside the European Economic Area.

### Data Sharing

We may need to pass your information to other States of Jersey (SOJ) departments or organisations to fulfil your request for a service. These departments and organisations are obliged to keep your details securely and only use your information for the purposes of processing your service request.

We may disclose information to other departments where it is necessary, either to comply with a legal obligation, or where permitted under other legislation. Examples of this include, but are not limited to: where the disclosure is necessary for the purposes of the prevention and/or detection of crime; for the purposes of meeting statutory obligations; or to prevent risk or harm to an individual, etc.

At no time will your information be passed to organisations for marketing or sales purposes or for any commercial use without your prior express consent.

### Your rights

#### You can ask us to stop processing your information

You have the right to request that we stop processing your personal data in relation to any of our services. However, this may cause delays or prevent us delivering a service to you. Where possible we will seek to comply with your request, but we may be required to hold or process information to comply with a legal requirement.

#### You can withdraw your consent to the processing of your information.

In the few instances when you have given your consent to process your information, you have the right to withdraw your consent to the further processing of your personal data. However, this may cause delays or prevent us delivering a service to you. We will always seek to comply with your



request, but we may be required to hold or process your information in order to comply with a legal requirement.

**You can ask us to correct or amend your information**

You have the right to challenge the accuracy of the information we hold about you and request that it is corrected where necessary. We will seek to ensure that corrections are made not only to the data that we hold but also any data held by other organisations/parties that process data on our behalf.

**You request that the processing of personal data is restricted**

You have the right to request that we restrict the processing of your personal information. You can exercise this right in instances where you believe the information being processed is inaccurate, out of date, or there are no legitimate grounds for the processing. We will always seek to comply with your request, but we may be required to continue to process your information in order to comply with a legal requirement.

**You can ask us for a copy of the information we hold about you**

You are legally entitled to request a list of, or a copy of any information that we hold about you. However, where our records are not held in any way that easily identifies you, for example a land registry, we may not be able to provide you with a copy of your information, although we will do everything we can to comply with your request.

You can ask us:

- to stop processing your information
- to correct or amend your information
- for a copy of the information we hold about you.

You can also:

- request that the processing of your personal data is restricted
- withdraw your consent to the processing of your information.

You can complain to us about the way your information is being used by contacting us at [dataprotection2018@gov.je](mailto:dataprotection2018@gov.je). Alternatively, you can complain to the Information Commissioner by emailing [enquiries@dataci.org](mailto:enquiries@dataci.org).

**Financial Services and Digital Economic Department**  
**Consultation: Amendments to Limited Partnership (Jersey) Law 1994**  
**Privacy Notice (Fair Processing Notice)**

The Office of the Chief Executive, Government of Jersey is registered as a 'Controller' under the Data Protection (Jersey) Law 2018 as we collect and process personal information about you. Our registration number is 57259. We process and hold your information in order to provide public services and meet our statutory obligations. This notice explains how we use and share your information. Information may be collected on a paper or online form, by telephone, email, or by a member of our staff, or in some cases, by an external organisation if attending organised events.

<b>WHAT</b>	<b>WHY</b>
<p><b>What information we will collect about you?</b>            Should you take part in the Consultation we will collect the following types of information about you:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Postal address</li> <li>• Email address (optional)</li> <li>• Any other information you choose to provide to us as part of your consultation response. Our advice is to only share details that are relevant, and that you are happy for us to view and use.</li> </ul> <p>If someone else provides us with your information we may need to hold this as part of their consultation response. However please be aware if you are providing information about a third party, please ensure they are happy for this data to be shared with us prior to doing so.</p>	<p><b>Why do we collect information about you?</b></p> <p>We need to collect and hold information about you in order to fully consider your views on the consultation and for Government officers (on behalf of the Minister for Financial Services), or the Associate Director, Policy officer, to contact you to discuss further your comments, if required.</p> <p>We also collect your contact details so that we can keep you informed about key stages of the review process.</p> <p>You can opt-out of being contacted please email us at <a href="mailto:c.brambilla@gov.je">c.brambilla@gov.je</a>.</p> <p>Other information may be collected during the consultation, where appropriate</p>

## HOW

**How will we use the information about you and who will we share your data with.**

Protecting your privacy and looking after your personal information is important to us. We work hard to make sure that we have the right policies, training and processes in place to protect our manual and electronic information systems from loss, corruption or misuse. Where necessary we use encryption, particularly if we are transferring information out of the department. Encryption means the information is made unreadable until it reaches its destination.

We will use the information you provide in a manner that conforms to the Data Protection (Jersey) Law 2018.

We may not be able to provide you with a service unless we have enough information or your permission to use that information.

We will endeavour to keep your information accurate and up to date and not keep it for longer than is necessary. In some instances the law sets the length of time information has to be kept. Please ask to see our retention schedules for more detail about how long we retain your information.

Where necessary, we may disclose your information to other Government of Jersey departments or organisations, either to fulfil your request for a service to comply with a legal obligation, or where permitted under other legislation. Examples of this include, but are not limited to: where the disclosure is necessary for the purposes of the prevention and/or detection of crime; for the purposes of meeting statutory obligations; or to prevent risk of harm to an individual, etc. These departments and organisations

are obliged to keep your details securely, and only use your information for the purposes of processing your service request. We will only do this, where possible, after we have ensured that sufficient steps have been taken by the recipient to protect your personal data and where necessary we will ensure that the recipient has signed a Data Sharing Agreement. A Data Sharing Agreement sets out the purpose of the sharing and the rules that must be followed when processing your data.

We may need to pass your information to other departments or organisations outside the Government of Jersey who either process information on our behalf, or because of a legal requirement. We will only do so, where possible, after we have ensured that sufficient steps have been taken by the recipient to protect your personal data.

We will not disclose any information that you provide 'in confidence', to anyone else without your permission, except in the few situations where disclosure is required by law, or where we have good reason to believe that failing to share the information would put someone else at risk. You will be told about this unless there are exceptional reasons not to do so.

We do not share or process your information overseas. We do not use web services that are hosted outside the European Economic Area.

At no time will your information be passed to organisations for marketing or sales purposes or for any commercial use without your prior express consent.

<b>Publication of your information</b>	<b>E-Mails or Post</b>	<b>Telephone Calls</b>
<p>If you have submitted a formal comment on the consultation, we will publish your street name and parish alongside your comment on our website. This is published because geographic origin of comments provides important context for comments all matters.</p> <p>You can 'opt in' to providing more information about you, if you want these details to be shared publicly, including full name, address and/or organisation.</p> <p>Any other personal information included in your consultation response will be redacted before publication.</p>	<p>If you choose to email or post us information we may keep a record of details including the email address, a copy of the email or letter for record keeping purposes.</p> <p>For security reasons we will not include any confidential information about you in any email we send to you.</p> <p>We would also suggest that you keep the amount of confidential information you send to us via email or post to a minimum or only offering information we have requested.</p> <p>We will not share your contact details unless it is necessary for us to do so, either to fulfil your request for a service; to comply with a legal obligation, or where permitted under other legislation.</p>	<p>We do not record or monitor any telephone calls you make to us using recording equipment, although if you leave a message on our voicemail systems your message will be kept until we are able to return your call or make a note of your message. File notes of when and why you called may be taken for record keeping purposes. We will not pass on the content of your telephone calls, unless it is necessary for us to do so; either to fulfil your request for a service; to comply with a legal obligation, or where permitted under other legislation.</p>

### **Your rights**

<p><b>You can ask us to stop processing your information</b></p> <p>You have the right to request that the Financial Services Department (on behalf of the Council of Ministers) stop processing your personal data in relation to any of our services. However, this may cause delays or prevent us delivering a service to you. Where possible we will seek to comply with your request, but we may be required to hold or process information to comply with a legal requirement.</p>	<p><b>You request that the processing of your personal data is restricted</b></p> <p>You have the right to request that we restrict the processing of your personal information. You can exercise this right in instances where you believe the information being processed is inaccurate, out of date, or there are no legitimate grounds for the processing. We will always seek to comply with your request, but we may be required to continue to process your information in order to comply with a legal requirement.</p>
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**You can withdraw your consent to the processing of your information**

In the few instances when you have given your consent to process your information, you have the right to withdraw your consent to the further processing of your personal data. However, this may cause delays or prevent us delivering a service to you. We will always seek to comply with your request but we may be required to hold or process your information in order to comply with a legal requirement.

**You can ask us to correct or amend your information**

You have the right to challenge the accuracy of the information we hold about you and request that it is corrected where necessary. We will seek to ensure that corrections are made not only to the data that we hold but also any data held by other organisations/parties that process data on our behalf.

**You can ask to have your personal information erased**

If you feel that personal data is no longer required for the original purpose. You can withdraw your consent, if you now object to your information being used. You cannot make this request if you are exercising a:

Freedom of expression.

A legal or official authority requirement.

A public health interest.

Data for archiving or research.

Or for the establishment, exercise or defense of legal claims.

**You can ask us for a copy of the information we hold about you**

You are legally entitled to request a list of, or a copy of any information that we hold about you.

You can submit a subject access request (SAR) using our online form.

However, where our records are not held in a way that easily identifies you, for example a land registry, we may not be able to provide you with a copy of your information, although we will do everything we can to comply with your request.

## Complaints

**You can complain to us about the way your information is being used**

If you have an enquiry or concern regarding how the relevant Associate Director of the Office of the Chief Executive processes your personal data you can:

Telephone: +44 (0)1534 440375

Email: [f.smith@gov.je](mailto:f.smith@gov.je)

Fiona Smith  
19 – 21 Broad Street  
St Helier  
Jersey JE2 3RR

**Or you can also complain to the Central Data Protection Unit about the way your information is being used**

Telephone: +44 (0)1534 440514

Email: [DPU@gov.je](mailto:DPU@gov.je)

Central Data Protection Unit  
3<sup>rd</sup> Floor  
28-30 The Parade  
St Helier  
Jersey  
JE2 3QQ

**You can also complain to the Information Commissioner about the way your information is being used**

The Office of the Information Commissioner can be contacted in the following ways:

Telephone: +44 (0)1534 716530

Email: [enquiries@jerseyoic.org](mailto:enquiries@jerseyoic.org)

Jersey Office of the Information Commissioner  
2<sup>nd</sup> Floor  
5 Castle Street  
St Helier  
Jersey  
JE2 3BT

**Drafts Amendments**

**Attached hereto is the Draft Limited Partnership (Amendment No.2) (Jersey) Law 202-**



LimitedPartnerships(  
AmendmentNo.2)Law