

# **REGISTERED OFFICE SERVICE**

## **FOR FIDUCIARIES ONLY**

This service is exclusive to Fiduciary Businesses that require a Registered Office for Jersey Companies; where the Fiduciary manages and administers the client engagement. We will regard the Fiduciary as our customer and we will only communicate with the Fiduciary and not with their clients.

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Part 1 – Fiduciary Acceptance Requirements

Part 2 – Engagement Acceptance Requirements



Key Trust Company Limited  
PO Box 116 St. Helier Jersey  
JE4 8SU Channel Islands

*Licensed by the Jersey Financial Services Commission to conduct Trust Company Business*

**REGISTERED OFFICE SERVICE  
FOR FIDUCIARIES ONLY**

**PART I**

**FIDUCIARY ACCEPTANCE REQUIREMENTS**

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# ANTI-MONEY LAUNDERING QUESTIONNAIRE FOR INTRODUCER OF REGISTERED OFFICE COMPANIES

Name of Firm: \_\_\_\_\_

## A) DETAILS OF YOU/YOUR FIRM

(1) What is the nature of your/your firm's business? \_\_\_\_\_

\_\_\_\_\_

(2) Are you a member of any professional body; or trade association? If so, which one?

\_\_\_\_\_

(3) You are bound by and incorporated under the laws of which country?

\_\_\_\_\_

(4) You are bound by which Regulatory Authority?

\_\_\_\_\_

(5) Are you subject to inspection? Yes/No \_\_\_\_\_

If so, by whom? \_\_\_\_\_

(6) Do you have an official rating? If so, please complete the following as appropriate.

	Moody's	S & P	Other (specify)
Yours	<input type="text"/>	<input type="text"/>	<input type="text"/>
Your Parent	<input type="text"/>	<input type="text"/>	<input type="text"/>

(7) Who has ultimate financial responsibility in a worst case scenario?

\_\_\_\_\_

## B) CLIENT VERIFICATION

(1) In what form do you accept client's instructions  
(e.g. at a meeting or by written instructions?) \_\_\_\_\_

\_\_\_\_\_

(2) What verification do you carry out on a new client?

a) Do you verify the address, business and where applicable, the principal on behalf of whom  
the client purports to act? \_\_\_\_\_

\_\_\_\_\_

b) Do you inspect and keep a photocopy of his/her passport?

\_\_\_\_\_

c) What references do you always require? \_\_\_\_\_

\_\_\_\_\_

d) Do you obtain confirmation from/communicate with the client's bank, lawyer and other referees?

\_\_\_\_\_

e) Do you search the appropriate external data sources which include sources such as domestic legislation applying to UN and EU sanctions and measures, and may include information published by governments and law enforcement authorities on terrorists (e.g. United States government agencies such as the Federal Bureau of Investigation and OFAC), electronic subscription databases, the internet and other media? If so, please give details:

\_\_\_\_\_

**C) PROCEDURES**

(1) Do you verify that all incoming monies are from a bona fide commercial transaction and not an attempt to launder the proceeds of crime? If so, how? \_\_\_\_\_

\_\_\_\_\_

(2) Do you verify the purpose of all structures? \_\_\_\_\_

\_\_\_\_\_

(3) Please confirm that all the transactions you are instructed to carry out are bona fide.

\_\_\_\_\_

**D) ENCLOSURES**

Please enclose examples of your "Customer Due Diligence" documentation and list here the items enclosed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

By \_\_\_\_\_  
*(print name of signatory and nationality)*

For and on behalf of \_\_\_\_\_  
*(company name)*

**Registered Office Checklist  
Fiduciary Business Supporting Documentation**

**Fiduciary Name:** \_\_\_\_\_

<b>Item No.</b>	<b>Description</b>	<b>Received</b>
1.	Certificate of incorporation	
2.	Memorandum and Articles of Association	
3.	Licence to undertake Trust Company business	
4.	A copy of the latest Accounts	
5.	Register of Directors & Officers + due diligence documents	
6.	Brochure	
7.	Confirmation of beneficial ownership	
8.	Authorised Signatories List	
<b>Notes:</b>		
<b>Completed by:</b>		<b>Date:</b>



## Fee Scale

### Jersey Company Registered Office Service

#### Company Take On and Establishment Fee

Administration in relation to the take-on of a Company (either by transfer or by incorporation) to include Statutory Compliance, Registers, Certificates, Seal, Minute Book and associated records.

£1,200.00

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#### Company Registered Office Annual Fee (payable each January in advance):

The filing of the Company Name at the Registered Office, maintenance of statutory documentation at the Registered Office, as required by the Companies (Jersey) Law 1991, including preparation and filing of Annual Return.

£1,000.00

#### *Statutory Expenses*

Jersey Financial Services Annual Filing Fee

£150.00

Jersey Exempt Company Tax Charge (not applicable from Jan. 2009)

Compliance and GST (Goods and Services Tax) Exemption Charge for 2008

£350.00

Annual fixed charge payable each January by every entity, covering compliance matters including Jersey Financial Services Commission requirements for a Compliance Officer, Money Laundering Compliance Officer and Money Laundering Reporting Officer and Annual Registration as an International Services Entity to gain Exemption from payment of the Goods and Services Tax.

£1,500.00 p.a.

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#### Other Services:

#### Provision of Director, Secretary and Shareholder Services (if required) (payable each January in advance):

Provision of Jersey Directors (per Director)

£475.00 p.a.

Provision of Jersey Corporate Secretary

£300.00 p.a.

Provision of Corporate Shareholder (per Shareholder)

£300.00 p.a.

## **SUMMARY OF LEGAL REQUIREMENTS FOR A JERSEY REGISTERED OFFICE**

The following is a brief extract from Jersey Law and it is not a complete or comprehensive review of how the Law might apply. A full copy of the up-to-date Law can be found on the website [www.jerseylegalinfo.je/law/lawsinforce](http://www.jerseylegalinfo.je/law/lawsinforce).

### **Article 44 – Location of Register of Members**

A company's register of members shall be kept at its registered office.

### **Article 67 – Registered Office**

- 1) A company shall at all times have a registered office in the Island to which all communications and notices may be addressed.
- 2) On incorporation the situation of the company's registered office shall be that specified in the statement sent to the registrar under Article 7.
- 3) The company may change the situation of its registered office from time to time by giving notice to the registrar.
- 4) The change shall take effect upon the notice being registered by the registrar, but until the end of the period of 14 days beginning with the date on which it is registered a person may validly serve any document on the company at its previous registered office.
- 5) For the purposes of any duty of a company:-
  - (a) to keep at its registered office, or make available for public inspection there, any document; or
  - (b) to mention the address of its registered office in any document, a company which has given notice to the registrar of a change in the situation of its registered office may act on the change as from such date, not more than 14 days after the notice is given, as it may determine.

### **Article 83 – Register of Directors and Secretaries**

Every company shall keep at its registered office a register of its directors and secretary, and the register shall with respect to the particulars to be contained in it comply with Articles 84 and 85.

### **Article 84 – Particulars of Directors**

- 1) Subject to the provisions of this Article, the register kept by a company under Article 83 shall contain the following particulars with respect to each director:-
  - (a) his present forenames and surname;
  - (b) any former forenames or surname.

## **Article 99 – Inspection of Minute Books**

The books containing the minutes of a general meeting or of a meeting of the holders of a class of shares held after this Article comes into force shall be kept at the company's registered office, and shall during business hours be open to the inspection of a member without charge.

## **Article 104 – Accounts**

- 1) The directors of every company shall prepare accounts for a period of not more than 18 months beginning on the date the company was incorporated or, if the company has previously prepared a profit and loss account, beginning at the end of the period covered by the most recent account;

Provided that an existing company which has not prepared a profit and loss account for a period ending within 12 months before the date on which this Article comes into force shall not be required to prepare accounts for a period beginning earlier than that date.

- 2) The accounts shall be prepared in accordance with generally accepted accounting principles and show a true and fair view of the profit or loss of the company for the period and of the state of the company's affairs at the end of the period and comply with any other requirements of this Law.

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**PART II**

**ENGAGEMENT ACCEPTANCE REQUIREMENTS**

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## I. Engagement Letter

(to be completed by the Fiduciary Business for each engagement)

The Engagement Letter sets out the terms under which we agree to provide services.

Please insert the full Fiduciary Business name, address and contact details.

Provide the name of the engagement (*name of the company*).

*Clause 3* Summarises the administration expected of us as being limited to the provision of Registered Office only.

Sign as the customer and date the Agreement.

Sign on behalf of the company engagement we shall maintain for you and date the Agreement.



## Engagement Letter

### Registered Office Companies Only

*Effective from 1st May 2008*

*Relating to the provision of the service by Key Trust Company Limited*

This letter is addressed to:

Fiduciary Name:

Office address

Telephone number

Mobile number

Email address

Name of Engagement

#### Background

- 1.1 This Engagement Letter sets out our contract relating to the provision of the Service and is to be read in conjunction with Schedules 1 and 2, the terms of which are deemed to be incorporated in this Letter as if they were fully set out in it. References hereafter to "this Letter" include where the context so admits Schedules 1 and 2.
- 1.2 Words and phrases defined in Schedule 1 will have the same meanings in this Letter.

#### Contracting Parties

- 2.1 Where the Engagement is a Company, it contracts with us for the provision of the Service, and You, as someone intimately connected with the Engagement, agree with us and give the warranties as set out in Schedule 2.

The Service

3.1 Provision of Registered Office;

We shall not be required to act in any way whatsoever in relation to the Engagement until such time as We are satisfied in Our absolute and sole discretion with the customer due diligence ('CDD') and compliance information requested from or supplied by You.

3.2 As remuneration for the Service We will

(a) charge an initial fee to cover the set-up or the transfer in of in accordance with our Registered Office Service Fee Scale.

(b) charge

(i) a Fixed Annual Responsibility Fee for acting for the Engagement and maintaining the statutory good standing.

(ii) an Annual Compliance and GST Exemption Charge and

(iii) where appropriate, Special Administration Fees in accordance with our published Fee Scale and Terms currently in force and as shall be amended from time to time.

(c) be entitled to be reimbursed all costs and expenses incurred in connection with the Service (see Schedule 1, para. 3.2).

Any changes to our current Fee Scale and Terms will be notified to you at least three calendar months before the next due billing date in respect of any part of the Service.

Yours faithfully

Signed.....  
.....  
Key Trust Company Limited

We agree to the terms and conditions set out in this letter and in the two attached Schedules

Signed.....  
The Customer

Dated .....

Signed.....  
For and on behalf of the Engagement

Dated.. ..

## The Schedules

To be read as part of the Engagement Letter

### SCHEDULE I

(General Terms and Conditions)

#### Definitions

1. In these terms the following words will have the following meanings:

"Engagement" means the Company in respect of which we provide the Service and which is identified in the Engagement Letter.

"Letter" means the Engagement Letter to which this Schedule is attached.

"Service" means the service we will provide as set out under paragraph 3.1 of the Letter.

"We" and "Us" means Key Trust Company Limited and "Our" shall bear a corresponding meaning.

"You" means the customer who has signed the Letter and undertakes as set out in Schedule 2 and "Your" shall bear a corresponding meaning.

#### The Service

- 2.1 We will provide the Service specified in the Letter

- 2.2 Where We deem it proper We may appoint specialist persons or firms to undertake any work in connection with the Service or the Engagement, including (without prejudice to the generality of the foregoing) lawyers, accountants, tax advisors, investment managers, bankers or other professional persons and you irrevocably authorise Us and We shall be entitled to deduct all fees and expenses incurred in engaging the services of a professional of Our choice out of any part of the capital or income of the Engagement.

You acknowledge that neither We nor any of Our officers or employees are professional advisers and in particular that neither We nor any such officers or employees shall offer or provide legal, tax, investment or investment management advice in relation to the Engagement. We shall be entitled without incurring any liability to rely and act upon any advice obtained as a result of an appointment made under 2.2 in the provision of the Service and which appears to be from a person or body reasonably qualified to give such advice and without prejudice to the foregoing You acknowledge that it is for You to take all such advice as may be necessary to ensure that the Engagement is suitable and appropriate for Your purposes.

## Reimbursement of expenses and commissions

3.1 As remuneration for the Service We will charge fees and are entitled to be reimbursed costs and expenses as provided in the Letter.

3.2 We will charge separately for expenses incurred in connection with the Service, including Compliance and jurisdictional charges, travel expenses, courier fees, bank charges, any search fees and any other payments made to third parties in relation to the Engagement such as (but not restricted to) Land Registry and Court fees, the fees of Counsel and other professionals and experts. We will, in Our discretion, either deduct these expenses and disbursements at the time that they are incurred or when payment of Our Annual Fee is made.

## Liability

4.1 Subject always to and so far as not inconsistent with the terms of the Articles of Association or other document governing the Engagement neither We nor any of Our officers or employees will be liable for any loss or damage arising out of the performance of the Service unless such loss or damage arises out of Our fraud, wilful misconduct or gross negligence.

4.2 In the event that any of the provisions of clause 4.1 above are deemed to be contrary to any provision of any applicable law then the terms thereof shall be valid and binding to the extent that they are not contrary to any provision of such applicable law.

## Proceedings and Demands

5.1 If a demand is made against Us or the Engagement in respect of any liability (actual or alleged) to a third party We will be entitled at Our absolute discretion to act in anyone or more of the following ways from time to time in respect of such demand:

- Take no further action;
- Use the assets of the Engagement to settle any liability to a third party provided this would be consistent with Our obligations under or with respect to the Engagement.;

5.2 We will not be liable for any losses sustained as a direct or indirect consequence of our acting or not acting as set out in 5.1 above.

5.3 We will not do or be required to do anything which in our opinion may conflict with any law or regulation applicable to the Service or the Engagement (including in all cases the laws of the Island of Jersey) or which might in Our opinion expose Us or any of Our agents, officers or employees to any risk of civil or criminal liability in any part of the world.

5.4 We shall be entitled to such further indemnities or security for liabilities which we may reasonably require in the event of Our retiring or distributing assets.

## Performance of **Our** Duties

6. We will subject as aforesaid exercise due skill, care and diligence in carrying out the Service.

## Confidentiality, Identity of Clients and Anti-Money Laundering Procedures

7.1 We shall keep confidential and ensure that Our officers and employees keep confidential all information concerning You and the Engagement which is not publicly available and any transactions or matters in which the Engagement may be involved or connected unless:

7.1.1 We are required to disclose information concerning the Engagement by virtue of the anti-money laundering laws of the Island of Jersey or any other relevant jurisdictions or by any other laws of the Island of Jersey or pursuant to an order of the Jersey Courts or any other courts of competent jurisdiction;

7.1.2 We are authorised to disclose any information by You where;

7.1.3 We consider such disclosure to be necessary to comply with Our obligations under or with respect to the engagement or any entities underlying it; or

7.1.4 The information concerned is already in the public domain other than by reason of any disclosure on the part of Us.

7.2 We shall not be required or under a duty to disclose any information We may have or be deemed to have about any matter affecting the Engagement or You which We may have acquired in a course of acting for or providing services to any other engagement or customer or in any way.

7.3 We are required to operate anti-money laundering checks and procedures in respect of the provision of the Service, and We will apply such checks and procedures (including in particular confirmation of identity and source of funds the identity address or place of business of You and any others who are to act for the Engagement who are not provided by Us and verification of capacity to give instructions) in respect of all aspects of the Service. Any failure to provide information requested by Us will entitle Us to terminate or suspend (in our discretion) the provision of the Service and no liability or responsibility will attach to Us as a result of Our need to do this.

7.4 Any information and documentation provided to Us in order to enable Us to operate the checks and procedures described in Clause 7.3 above may be subject to disclosure and production pursuant to orders having legal effect in Jersey. In certain circumstances We are required to disclose information and documentation in

respect of anti-money laundering procedures and "customer due diligence procedures" that We have undertaken in respect of our provision of the Service to third parties, such as banks which may provide services to the Engagement or entities underlying the Engagement. By providing such information as required by Us, You shall be taken to have consented to the onward disclosure of such information by Us to such third parties where necessary. .

#### Conflicts of interest

8.1 We may provide services in respect of any other engagement at Our discretion subject to the Terms of the Engagement and the law applying to the Engagement. Our agreement to provide the Service shall not be treated as meaning that We will not provide similar services for other engagements or customers, including in connecting matters, or as preventing an associated company from acting for other parties to transactions in which the Engagement may be involved.

8.2 We shall ensure that where in the course of providing the Service We become aware of or hold confidential information, this will be adequately safeguarded and will not at any time be used against the interests of You or the Engagement. In any cases where We consider there may be any conflict of interest in acting in more than one capacity, We shall have complete discretion subject to the Terms of the Engagement and the law applying to the Engagement to determine whether We may continue to act in all or any such capacities with the consent of any relevant parties or (if We consider it appropriate) of the Royal Court of Jersey.

#### Termination

9.1 We may terminate provision of the Service in any of the following circumstances:

In the event of Our retirement or removal as a trustee in accordance with the provisions of the Engagement or upon Our giving written notice if;

- the Engagement is insolvent or liable to any bankruptcy proceedings or subject to an insolvent winding-up or similar procedure in any part of the world;
- You or the Engagement is in breach of any of the terms of the Letter;
- there has been a change of beneficial ownership of the Engagement;
- the Engagement or any of its trustees, officers or senior employees not provided by Us is charged with any criminal offence involving dishonesty or is or has been the subject of any criminal, judicial or regulatory investigation or sanction in any jurisdiction;
- You have been charged with any criminal offence involving dishonesty or are or have been the subject of any criminal, judicial or regulatory investigation or sanction in any jurisdiction;
- there is a failure to supply information We require in completion of our due diligence checks, or the information that is supplied is either false or misleading;
- We consider it necessary or appropriate to terminate the Service because of a conflict of interest that has arisen;
- Our fees have remained unpaid in whole or part for more than ninety days after the invoice date.

9.2 Upon the termination for any reason of the Service We will be entitled to retain such part of the assets of the Engagement as We believe in our discretion to be necessary for the payment or discharge of any liabilities whether actual, contingent or otherwise.

#### Client Monies

10. Funds paid by customers to Us may be received into Our client account. All funds held on Our client account will not earn interest in favour of the client and will remain on Our client account only until the Engagement has its own bank account.

#### Retention and Storage of Files and Papers

11.1 Subject to 9.2 above upon termination of the Service for any reason We will liaise with any successor administrator to provide all such original documents as may reasonably be required by them. We will retain copies of all documents and We reserve the right to require payment for our reasonable copying charges in advance of providing such documents.

11.2 Subject to 9.2 and 11.1 We will retain papers arising from our provision of the Service in storage for up to ten years after which time they may be destroyed. If You wish Us to retain papers for any longer period, You should make special arrangements with Us in which case We will have the right to charge for this service. We may make a charge for the production or delivery of any papers not connected to continuing instructions and for dealing with any correspondence in respect of papers held in storage.

#### Data Protection and Registration

12.1 For the purposes of the Data Protection legislation We will be the Data Controller and the information about You and the Engagement will be held on a database and will be used by Us as required by or in connection with the Service including the processing of personal data in connection with anti-money laundering legislation, communication with You in connection with the Service and any other service provided by Us, and the provision of data to such third parties as is required by You or by the Engagement or within the Key group of companies or as required by legislation or under legal order and the Engagement and You consent to the processing, holding and use of Your personal data for these purposes.

12.2 We are registered as a holder of personal data in relation to Our customers and contacts under the Data Protection (Jersey) Law 2005 (and any subsequent replacement legislation). Any person may at any time request a copy of any personal data that We hold in electronic form about that person.

#### Variation and Publication of these Terms of Business

13. We reserve the right to vary these terms from time to time including during the course of provision of the Service. Where We do vary these terms in the course of provision of the Service We will use reasonable endeavours to draw Your attention to such variation.

#### Assignment

14. This Agreement is not assignable without the prior written consent of both parties.

#### Questions and Complaints

15.1 We hope that any questions or concerns that may arise in respect of the Service or the Engagement will be satisfactorily resolved by discussion between You and Us. We will attempt to answer all complaints, including questions as to the amounts billed, fully and promptly. In the event of any dissatisfaction, issues may also be referred to our Compliance Officer (name available on request) who may refer them to a director not otherwise involved with the Engagement for independent review. We are required to maintain a record of all complaints, which is available for inspection by the Officers of the Jersey Financial Services Commission.

15.2 Should any dispute be incapable of being resolved in this way then the Courts of Jersey shall have exclusive jurisdiction to hear such complaint or dispute applying Jersey law in all such matters.

#### Governing Law

16. This Agreement is governed by the laws of the Island of Jersey.

#### General

17.1 The Agreement constituted by the Letter and its Schedules ("this Agreement") may be executed in any number of counterparts all of which taken together shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

17.2 The headings to clauses of this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

17.3 No departure from or waiver of the terms of this Agreement shall be deemed to authorise any prior or subsequent departure or waiver.

17.4 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the remaining provisions shall continue in full force and effect.

17.5 Nothing in this Agreement shall override or prejudice the provisions set out in the instrument establishing the Engagement and nothing in this Agreement shall override or affect the duties and responsibilities of Us under the laws of the Island of Jersey.

17.6 Any notice required or permitted to be given by the Parties under this Agreement shall be in writing and may be given by any means reasonably calculated to reach the other including, without limiting the generality of the foregoing, email, telefax or prepaid mail to the address set out above, provided that either Party may by notice in writing given to the other as set out above change its or her address for purposes of notice under this Agreement.

## **SCHEDULE 2**

*(Customer's Undertakings and Agreement)*

### **Guarantee of fee payment and indemnity**

1.1 You agree that You will at all times guarantee the payment by the Engagement of our fees and the reimbursement of our costs, expenses and disbursements and will pay the same to Us on demand in the event that the entity has no liquidity and no capacity to pay our fees. You agree to abandon your rights under the Droit de Discussion, Droit de Division or otherwise to require that recourse be had to the assets of the Engagement before enforcement of this guarantee against You.

1.2 You agree to indemnify Us and keep Us indemnified and saved harmless against all liabilities, actions, suits, proceedings, claims and demands (including all fees, costs and expenses in connection therewith) which We may suffer or incur in connection with the provision of the Service, save and except so far as they arise from our fraud or gross negligence.

1.3 You in any event agree that our liability for any loss or damage arising from any work undertaken shall in any event be limited to the sum of £ 1 million in respect of each claim, whether the claim arises in contract, tort or otherwise.

1.4 In the event that You are sued in any jurisdiction and the Engagement is not a party to the proceedings You undertake not to join Us or the Engagement to any proceedings and in the event that We are sued with You, or joined to any action in which You are a party then to the extent that We are not otherwise indemnified against the same You undertake to indemnify Us against all liabilities, loss, fees, costs and expenses which We suffer as a result thereof.

### **Warranties**

You warrant that:

2.1 Save as expressly disclosed to Us in writing You are acting on your own behalf;

2.1.2 You have not been declared bankrupt or made a composition with Your creditors under the law of any part of the world and You have not been involved in a company which has been the subject of a compulsory or insolvent liquidation or judicial enquiry;

2.1.3 All the information You have provided and will provide to Us in connection with the provision of the Service and in connection with the Engagement is and will be accurate and complete in all respects and that any material change in that information will be promptly notified to Us;

2.1.4 In no circumstances will You attempt to use the Engagement to handle, conceal or in any way utilise funds related to the proceeds of any criminal conduct including money laundering, drug trafficking, terrorism, false accounting, deceit, tax fraud or evasion.

2.1.5 The information provided to Us prior to the provision of the Service and where appropriate prior to and as part of the establishment of the Engagement is accurate and complete in all respects and that any material changes which may occur from time to time will be promptly advised to Us and where You are under a requirement to include details of the Engagement in tax returns or any other legal reporting requirement You undertakes to comply with the applicable reporting requirements.

Key Trust Company Limited PO Box 116 Jersey Channel Islands JE48SU Telephone: +44 1534 630500 Facsimile: +44 1534 639669 Website: [www.key-trust.com](http://www.key-trust.com)

*Licensed by the Jersey Financial Services Commission*

**INTRODUCTION CERTIFICATE**  
(to be given on each client engagement)

**NAME OF COMPANY:** \_\_\_\_\_

**CLIENT NAME** \_\_\_\_\_ **(“the Client”)**  
**AND ADDRESS:** \_\_\_\_\_

**WE CERTIFY THAT:**

1. The above client is a customer of ours. We also confirm the client is applying on his own behalf and not as a nominee or in a fiduciary capacity for any other person.
2. We have verified the identity of the client and retained appropriate documentary evidence to support such identification, including certified copies of the client’s passport, a bank reference, a professional reference and our procedure complies with or is equivalent to the EC Money Laundering Directive.
3. If the client is a PEP “Politically exposed person” as defined by the Money Laundering (Jersey) Order 2008 (a definition of which can be found overleaf), we will provide full details, as required in accordance with the law.
4. The client’s name and address as shown above corresponds with our records.
5. Our internal procedures are such that we have checked and are satisfied that the client is of probity in business matters and is someone for whom you may act with confidence and trust. We are unaware of the client having any involvement with drug trafficking or any other activity that would be deemed illegal (including false accounting, deceit or tax evasion) and we are confident that you may record any funds received from the client as being from a legitimate source.
6. In the event of any enquiry from the relevant authorities in Jersey under a court order or other relevant mutual assistance procedure, we undertake to make available the client records referred to in 2 above.
7. We undertake to advise you should we become aware of any material alteration in or adverse change in our opinion of the standing, integrity or reputation of the above client.
8. We confirm we administer, control and monitor the business of the company and we undertake to inform you if for any reason we have cause for concern in regard to either the client or the company.
9. If our relationship with the client ceases, we will inform you and we undertake to provide either our original verification documents or certified copies for your records.
10. We acknowledge that Key Trust Company shall only be requested to act for so long as the company is fully under our control and that in undertaking this engagement we are responsible for the payment of Key Trust Company Limited fees in accordance with their fee scale.

**SIGNED:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**For (name of Company)** \_\_\_\_\_

The definition of a PEP can be found in Article 15(6) of the Money Laundering (Jersey) Order 2008 which states:

a “politically exposed person” means a person who is:-

- (a) an individual who is or has been entrusted with a prominent public function in a country or territory outside Jersey or by an international organisation outside Jersey, for example:
  - (i) heads of state, heads of government, senior politicians,
  - (ii) senior government, judicial or military officials,
  - (iii) senior executives of state owned corporations,
  - (iv) important political party officials;
  
- (b) an immediate family member of a person mentioned in sub paragraph (a), including any of the following:
  - (i) a spouse,
  - (ii) a partner, that is someone considered by his or her national law as equivalent or broadly equivalent to a spouse,
  - (iii) children and their spouses or partners as defined in clause (ii),
  - (iv) parents,
  - (v) grandparents and grandchildren,
  - (vi) siblings,
  
- (c) close associates of a person mentioned in sub-paragraph (a), including any person who is known to maintain a close business relationship with such a person, including a person who is in a position to conduct substantial financial transactions on his or her behalf.

## **SUPPORTING IDENTIFICATION REQUIREMENTS**

### **a) Certified copy passport of the beneficial owner**

The copy of the passport must be certified as a true copy by a person that the law defines as a suitable certifier, which includes:-

- a lawyer or notary public;
- an actuary;
- an accountant holding a recognised professional qualification; or
- a director, officer, or manager of a regulated financial services business operating in an equivalent jurisdiction;
- an embassy, consulate or high commission of the country of issue of documentary evidence of identity;
- a member of the judiciary, a senior civil servant, or a serving police or customs officer.

A suitable certifier will certify that he or she has seen original documentation, and that the copy document provided (which he or she certifies) is a complete and accurate copy of that original. The certifier will also sign and date the copy document, printing his or her name clearly in capitals underneath and indicate his or her position or capacity.

### **b) Utility bill**

The purpose of this requirement is for verification of the beneficial owner's current permanent residential address. We are required to have an original not a copy. The item produced can be a telephone or electricity invoice (or similar) or an account statement from a recognised bank or credit card company. In each case, the item must show the customer name and address and must be less than three months old.

**Registered Office Engagement Checklist**

**Fiduciary Name:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

<b>Item No.</b>	<b>Description</b>	<b>Received</b>
1.	<b>CDD DOCUMENTATION</b>	
	a) Engagement Letter	
	b) Introduction Certificate	
	c) Certified copy of Passport received and verified	
	d) Original utility bill received and address verified	
2.	<b>STATUTORY DOCUMENTATION</b>	
	a) Copy of the Memorandum and Articles of Association	
	b) Certificate of Incorporation	
	c) Complete Register of Directors	
	d) Complete Register of Officers	
	e) Complete Share Register	
	f) Complete set of Minutes	
	g) Copies of all Accounts completed to date	
	h) Copies of all Jersey Tax Exempt Returns/Annual Returns (as appropriate)	
<b>Notes:</b>		
<b>Completed by:</b>		<b>Date:</b>