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**INTERNATIONAL PARTNERSHIP and
LIMITED PARTNERSHIP ACT 1998**

SAMOA

1998, NO.

An Act to provide for International Partnerships and Limited Partnerships

BE IT ENACTED by the Legislative Assembly of Samoa in Parliament assembled as follows: -

PART I

PRELIMINARY

1. Short Title and Commencement

- (1) This Act may be cited as the International Partnership and Limited Partnership Act 1998.
- (2) This Act shall come into effect on the day after the date of Assent. (in this Act referred to as the “commencement date”).
- (3) Any reference in this Act to an enactment is, unless the context otherwise requires, a reference to that enactment as amended, extended, re-enacted, or applied by or under any other enactment, including this Act.

2. Interpretation

- (1) In this Act, unless the context otherwise requires-

"Contribution" means the cash, property or other assets which a partner contributes to the capital of an international partnership or limited partnership; but does not include any monies lent by a partner to the partnership or firm;

"Court" means the Supreme Court of Samoa or a Judge thereof;

"Dollar" or "\$" means a dollar in the currency of the United States of America;

"Firm" means the collective entity of persons who have entered into partnership with one another under the provisions of this Act;

"Firm name" means the name under which a firm is registered in accordance with Part IV and under which its business is carried on;

"Foreign company" means a foreign company registered under the International Companies Act 1987;

"Foreign currency" includes notes, coins, postal notes, money orders, bills of exchange, promissory notes, drafts, letters of credit and travellers cheques payable or expressed otherwise than in the currency of Samoa, and also includes rights and instruments of title;

"Instrument" includes any deed, contract, agreement or arrangement evidenced in writing;

"International company" means a company incorporated or registered under the International Companies Act 1987;

"International partnership or limited partnership" means a partnership or limited partnership that is registered under this Act and in respect of which:-

- (a) all of the partners are at all times non-resident and
- (b) the partnership or limited partnership does not carry on business or engage in a trade in Samoa; and
- (c) one of the partners of the international partnership or one of the general partners of the limited partnership is either:
 - (i) an international company
 - (ii) a foreign company
 - (iii) a trustee company

“Minister” means the Minister of Finance;

“Non-resident” means a person not ordinarily resident in and not domiciled in Samoa who does not engage in a trade or business in Samoa; but does include a company incorporated or registered under the International Companies Act and a trustee company registered under the Trustee Companies Act 1987;

“Partnership” means a partnership, joint venture, syndicate or association entered into for the purpose of carrying on a business or a single transaction with a view to a profit and evidenced by an instrument but does not include:

- (a) a joint venture of trustees where that joint venture relates only to a common fund for mixing of trustees’ funds;
- (b) a company;
- (c) a corporation sole;

"Partnership agreement" means any agreement of the partners which provides for the establishment of and regulates the affairs of a firm; the conduct of its business and the rights and obligations of the partners amongst themselves;

"Partnership interest" means the interest of a partner in a firm in respect of profit, capital and voting or other rights, benefits or obligations to which he is entitled or subject pursuant to the partnership agreement or the provisions of this Act;

“Prescribed” means prescribed by regulations or in the absence of such regulations as may be determined by the Registrar;

“Registrar” means the Registrar of International Partnerships and includes a Deputy or Assistant Registrar;

“Representative trustee company” means the trustee company who provides the registered office for the international partnership or limited partnership;

“Securities” include shares, stocks, bonds, debentures, debenture stocks, Treasury bills and notes, and units or sub-units of a unit trust, and also includes deposit receipts in respect of the deposit of securities and documents of title to securities but does not include bills of exchange or promissory notes.

“Trustee company” means a company incorporated for the purpose of undertaking or offering to undertake, as a whole or a part of its business, all or any of the duties of a trustee and which is registered under the Trustee Companies Act 1987.

(2) A reference in this Act to any person in the masculine gender shall, unless the context otherwise indicates, include a reference to a partnership or company.

3. Saving of Existing Laws

The rules of common law and equity applicable to partnership as modified by the Partnership Act 1975 shall apply to international partnerships and limited partnerships except insofar as they are inconsistent with any of the express provisions of this Act.

4. Application of This Act

Unless otherwise provided, this Act shall only apply to international partnerships and limited partnerships and any instrument relating to an international partnership or limited partnership whether executed or entered into before, on or after the commencement date of this Act.

5. Permitted Business

(1) An international partnership or limited partnership may be formed for any lawful purposes to be carried out and undertaken either in or from within Samoa or elsewhere upon the terms, with the rights and powers, and subject to the conditions, limitations, restrictions and liabilities mentioned in the Act and subject thereto, as provided in the partnership agreement.

(2) No international partnership or limited partnership shall:

- (a) carry on business or engage in a trade with or acquire any assets from --
 - (i) any natural person ordinarily resident or domiciled in Samoa; or
 - (ii) any domestic company that is not a trustee company;
- (b) own an interest in land or real estate situated in Samoa other than a lease referred to in clause (e) of subsection (3);
- (c) make any disposition to or grant or settle any property (including securities) on --

- (i) any natural person ordinarily resident or domiciled in Samoa; or
- (ii) any domestic company which is not a trustee company;
- (d) make any disposition or grant or settle any property outside Samoa in the currency of Samoa
- (e) carry on banking or trust business, unless it is licensed under an enactment authorising it to carry on that business;
- (f) carry on business as an insurance or reinsurance company or insurance manager, unless it is licensed under an enactment authorising it to carry on that business;

(3) For the purposes of paragraph (a) of subsection (2) of this section, an international partnership or limited partnership shall not be treated as carrying on business in Samoa by reason only that:-

- (a) it makes or maintains deposits with a company carrying on banking business in or from within Samoa;
- (b) it makes or maintains professional contact with solicitors, barristers, accountants, trustee companies, investment advisers or similar persons carrying on business in or from within Samoa;
- (c) it prepares or maintains books and records within Samoa;
- (d) it holds meetings of its partners or limited partners in or from within Samoa;
- (e) it holds a lease of property in Samoa for use as an office that it has established where the books and records of the international partnership or limited partnership are prepared;
- (f) it holds shares, debentures, or other securities in another company incorporated or registered under the International Companies Act 1987;

(4) If an international partnership or limited partnership contravenes subsection (2) of this section, it commits an offence under this Act and is liable on conviction to a fine not exceeding \$ 1000 for every day that the offence has continued and every partner of an international partnership or limited partnership who knowingly permits the contravention is guilty of the same offence and is liable upon conviction to a like fine or to imprisonment for a term not exceeding one year.

(5) It shall be an offence under this Act for an international partnership or limited partnership to take or send, or cause or permit to be taken or sent out of Samoa, money or securities which are owned or controlled by a natural person ordinarily resident or domiciled in Samoa or by a domestic company which is not a trustee company.

6. Registrar of International Partnerships

(1) The Registrar of International and Foreign Companies appointed pursuant to the International Companies Act 1987 shall be the Registrar of International Partnerships.

(2) A Deputy Registrar of International and Foreign Companies or other officer appointed pursuant to the International Companies Act 1987 shall be a Deputy Registrar of International Partnerships or other officer, as the case may be, for the purposes of this Act.

(3) Anything authorised or required to be done by the Registrar under this Act may be authorised or done by a Deputy or Assistant Registrar.

(4) All courts, judges and persons acting judicially shall take judicial notice of the seal and also the signature of the Registrar and of any Deputy or Assistant Registrar.

(5) There shall be paid to the Registrar such fees as are prescribed.

7. Registers

(1) The Registrar shall, subject to this Act and any regulations made thereunder, keep such registers and records as he considers necessary and in such form as he thinks fit.

(2) The Register shall not be open to inspection except that the representative trustee company or the international partnership or limited partnership may in writing authorise a person to inspect the entry of that international partnership or limited partnership in the Register.

PART II

INTERNATIONAL PARTNERSHIPS

8. International Partnerships

For the purposes of this Act, an international partnership means a partnership registered pursuant to Part IV of this Act.

9. Application for Registration

Application for registration of a partnership as an international partnership under this Act shall be made to the Registrar through a trustee company on the prescribed form and accompanied by the prescribed fee.

10. Registration

No partnership shall be registered as an international partnership unless the Registrar has received a certificate completed by a trustee company certifying that:

- (a) one of the partners is either :
 - (i) an international company; or
 - (ii) a foreign company; or
 - (iii) a trustee company; and
- (b) each partner is a non-resident.

11. Registration of Partnership Agreement

The firm or any partner in the firm may provide the Registrar with a copy of the partnership agreement or any amendment thereto which shall be certified in the manner prescribed and the Registrar shall register that copy as a true copy and file the same.

12. Registered Office

- (1) Every international partnership shall have a registered office in Samoa that shall be the principal office of a trustee company.
- (2) The address for service of any documents upon an international partnership shall be the registered office of that partnership.
- (3) Trustee companies shall display at their principal office in a conspicuous position and in letters easily legible the names of such international partnerships as have their registered office at their address.

13. Proceedings

Where any proceedings are instituted by or against an international partnership it shall be sufficient to name the international company, foreign company or trustee company which is a partner and it shall not be necessary to join in the action any other partner.

14. Firm Name

(1) Every international partnership shall have a firm name that may include the name of any partner or any derivation thereof:

Provided that no international partnership shall have a firm name which, whether because it is identical or similar to the name of any other entity, or because it falsely suggests the patronage of or a connection with some particular person or authority, or because it suggests that the firm is licensed whether in Samoa or elsewhere to carry on any particular type or class of business when it is not in fact so licensed, or because of any other good and sufficient reason, is calculated to mislead.

(2) The Registrar may refuse to accept the registration of an international partnership or the registration of a change of name of an international partnership and refuse to issue a certificate of registration in any case where in his opinion the name of the proposed firm is in contravention of subsection (1) of this section.

PART III

LIMITED PARTNERSHIPS

15. Limited partnerships

For the purposes of this Act, a limited partnership means a limited partnership registered pursuant to Part IV of this Act.

16. Constitution of Limited Partnership

(1) A limited partnership shall consist of one or more persons called general partners who shall, in the event that the assets of the firm are inadequate, be liable for all its debts and obligations, and one or more persons called limited partners who shall at the time of entering into such partnership contribute a sum or sums as capital or property valued at a stated amount and who shall not be liable for the debts or obligations of the firm save as provided in the partnership agreement and to the extent specified in sections 19 and 26.

Provided that a general partner, without derogation from his status as such, may also take an interest in the same firm as a limited partner.

(2) A general partner shall act at all times in good faith in the interests of the firm.

(3) A body corporate with or without limited liability and a partnership may be a general or a limited partner.

(4) Any property of a firm which is conveyed into or vested in or held by or on behalf of any one or more of its general partners or which is conveyed into or held in the firm name shall be held or deemed to be held by the general partner and, if more than one then by the general partners jointly and severally, upon trust as an asset of the firm in accordance with the terms of the partnership agreement.

(5) Any debt or obligation incurred by a general partner in the course or conduct of the business of a firm shall be a debt or obligation of that firm.

17. Firm Name

(1) Every limited partnership shall have a firm name which shall include the word "Limited Partnership" or the letters "L.P." at the end of the firm name. The firm name may include the name of any general partner or limited partner or any derivation thereof:

Provided that no limited partnership shall have a firm name which, whether because it is identical or similar to the name of any other entity, or because it falsely suggests the patronage of or a connection with some particular person or authority, or because it suggests that the firm is licensed whether in Samoa or elsewhere to carry on any particular type or class of business when it is not in fact so licensed, or because of any other good and sufficient reason, is calculated to mislead.

(2) The Registrar may refuse to accept the registration of a limited partnership or the registration of a change of name of a limited partnership and refuse to issue a certificate of registration in any case where in his opinion the name of the proposed firm is in contravention of subsection (1) of this section.

18. Registered Office

- (1) Every limited partnership shall have a registered office in Samoa that shall be the principal office of a trustee company.
- (2) The address for service of any documents upon a limited partnership shall be the registered office of that partnership.
- (3) Trustee companies shall display at their principal office in a conspicuous position and in letters easily legible the names of such limited partnerships as have their registered office at their address.

19. Modification of Partnership Laws in the Case of Limited Partnerships

- (1) A limited partner shall take no part in the management of the business of a limited partnership and all letters, contracts, deeds, instruments or documents whatsoever shall be entered into by one or more general partners on behalf of the firm concerned.
- (2) If a limited partner takes part in the management of the business of a firm in its dealing with persons who are not partners, that limited partner shall be liable in the event of insolvency of the firm, for all its debts and obligations incurred during the period that he so participates in the management of its business, as though he were for such period a general partner, provided that he shall be so liable only to a person who transacted business with the firm under a genuine and reasonable belief that such limited partner was a general partner.
- (3) A limited partner does not take part in the management of the business of a firm in terms of this section merely by doing one or more of the following acts-
 - (a) being a contractor for or agent or employee of the firm or of a general partner, or acting as a director, officer or shareholder of a corporate general partner;
 - (b) consulting with and advising a general partner with respect to the business of the firm;
 - (c) investigating, reviewing, approving or being advised as to the accounts or business affairs of the firm or exercising any right conferred upon him by this Act;
 - (d) acting as surety or guarantor for the firm either generally or in respect of specific obligations;

- (e) approving or disapproving an amendment to the partnership agreement; or
- (f) voting as a limited partner in accordance with the partnership agreement on one or more of the following matters-
 - (i) the dissolution and winding up of the firm;
 - (ii) the purchase, sale, exchange, lease, mortgage, pledge, or other acquisition or transfer of any asset by or of the firm;
 - (iii) the incurring or renewal of indebtedness by the firm;
 - (iv) a change in the nature of the firm's business;
 - (v) the admission, removal or withdrawal of a general or limited partner and the continuation of the business of the firm thereafter;
 - (vi) transactions in which one or more of the general partners have an actual or potential conflict of interest with the firm or with one or more of the limited partners.

(4) Subsection (3) shall not import any implication that the possession or exercise of any other power by a limited partner will necessarily constitute the taking part by such limited partner in the business of the firm.

(5) In the event of the dissolution of a firm its affairs shall be wound up by the general partner unless the court otherwise orders on the application of any partner or creditor of the firm pursuant to section 28(3) or unless the business of the firm is assumed and continued in accordance with the proviso to section 28(4).

(6) Subject to any express or implied term of the partnership agreement to the contrary and to section 28 (4)-

- (a) A firm shall not be dissolved or its existence terminated by-
 - (i) a change in any one or more of the general partners or the limited partners;
 - (ii) the assignment of the whole or part of the partnership interest of a limited partnership;
 - (iii) the death, bankruptcy, dissolution or winding-up of a limited partner;

- (iv) the incapacity of a limited partner;
 - (v) the granting by any one or more of the limited partners of a mortgage, charge or other form of security interest over the whole or part of his partnership interest;
 - (vi) the sale, exchange, lease, mortgage, pledge or other transfer of any of the assets of the firm;
- (b) Any difference arising as to matters connected with the business of the firm shall be decided by the general partner or, if more than one, by a majority in interest of the general partners;
 - (c) A person may with the consent of the general partner, and if by assignment, in accordance with paragraph (a) of sub-subsection (7) of this section, become a limited partner without the consent of the existing limited partners;
 - (d) A limited partner shall not be entitled to dissolve the partnership by notice;
- (7) (a) No limited partner may, save with the prior written consent of at least one general partner which may be withheld in the sole discretion of such general partner notwithstanding any express or implied term of the partnership agreement to the contrary, assign either absolutely or by way of mortgage the whole or any part of his partnership interest but, subject to such consent, an assignee shall, to the extent of such assignment, become a limited partner with the rights and subject to the obligations of the assignor (and, subject as set forth below wholly or partly in place of and to the exclusion of the assignor as the case may be) in accordance with the partnership agreement and this Act in respect of the partnership interest or part thereof assigned:

Provided that such assignee shall not assume any liability of the assignor arising pursuant to subsection (2) of this section or section 27 (2) and provided further that, notwithstanding any term of the partnership agreement or any other agreement to the contrary, no such assignment shall relieve the assignor of any liability arising pursuant to such subsections;

- (b) Subject always to paragraph (a) of this subsection, a limited partner may mortgage the whole or any part of his partnership interest and the mortgagee shall serve written notice at the address of the registered office of the limited partnership of such mortgage

together with a copy thereof and signed by the mortgagor and the mortgagee and pay such fee, if any, as may be provided in the partnership agreement. The general partner shall maintain or cause to be maintained at the registered office in writing a register of mortgages indicating the identity of the mortgagor and mortgagee, the date of creation of the mortgage, the partnership interest or part thereof subject thereto and the date of receipt of such notice;

- (c) Any mortgage of the whole or any part of a partnership interest shall have priority according to the date of service of written notice at the registered office described in paragraph (b) of this subsection;
- (d) If default is made by a general partner in the maintenance of the register described in paragraph (b) of this subsection each general partner in default shall upon summary conviction incur a penalty of two hundred and fifty dollars for each day that such default continues.

20. Application for Registration

(1) Application for registration of a partnership as a limited partnership under this Act shall be made to the Registrar through a trustee company on the prescribed form and accompanied by the prescribed fee.

21. Registration

No partnership shall be registered as a limited partnership unless the Registrar has received a certificate completed by a trustee company certifying that:

- (a) one of the general partners is either:
 - (i) an international company; or
 - (ii) a foreign company; or
 - (iii) a trustee company; and
- (b) each partner is a non-resident; and
- (c) upon registration, the limited partnership will consist of one or more general partners and one or more limited partners.

22. Registration of Partnership Agreement

The firm or any partner in the firm may provide the Registrar with a copy of the partnership agreement or any amendment thereto which shall be certified in the manner prescribed and the Registrar shall register that copy as a true copy and file the same.

23. Certificate to be Signed by General Partner

- (1) After registration of a limited partnership and before commencement of business and immediately after the particulars required by this subsection are changed, a general partner of that limited partnership shall complete a certificate containing the following particulars, namely:
 - (a) the firm name under which the limited partnership is to be conducted;
 - (b) the names and addresses of all the partners, distinguishing the general partners from the limited partners;
 - (c) the amount of capital which each limited partner is to contribute and also the amount, if any, contributed by the general partners;
 - (d) the general nature of the business to be transacted;
 - (e) the principal or only place in which the business is to be transacted;
 - (f) the term, if any, for which the limited partnership is entered into or, if for an unlimited duration, a statement to that effect and the date of its commencement;
- (2) A certificate signed in accordance with this section may be filed with the Registrar who shall register the same.
- (3) If default is made in compliance with the requirements of subsection (1) of this section, each general partner in default commits an offence and shall upon summary conviction incur a fine of \$250 for each day during which such offence continues, and shall indemnify any person who thereby suffers any loss.

24. Partners to be Liable as General Partners for False Statements in Certificate

If any false statement is made in a certificate referred to in section 23, all the persons interested in the limited partnership shall be liable as general partners. Provided that no clerical error or matter not of substance shall be deemed false within the meaning of this section unless some person is prejudiced thereby, in which the case the limited partners shall be liable to the person so prejudiced.

25. Right to an Account

Subject to any express or implied term of the partnership agreement to the contrary, each limited partner may demand and shall receive from a general partner true and full information regarding the state of the business and financial condition of the firm.

26. Proceedings

(1) Subject to subsection (2), legal proceedings by or against any firm may be instituted by or against any one or more of the general partners only and no limited partner shall be a party to or be named in such proceedings, provided nevertheless that, if the court deems it just and equitable, a general partner or any person shall have the right to join in or otherwise institute proceedings against one or more of the limited partners who may be liable pursuant to section 19(2), or to enforce the return of any contribution repayable in accordance with section 27(2).

(2) A limited partner may bring an action on behalf of the firm if one or more of the general partners with authority to do so have without good and sufficient cause refused to institute such proceedings.

27. Return of contribution

(1) A limited partner shall not, on dissolution or otherwise, receive out of the capital of the firm a payment representing a return of any part of his contribution to the limited partnership unless at the time of such payment the firm is solvent.

(2) Without prejudice to the requirements of subsection (1), any sum received by a limited partner as representing the return of any part of his contribution to the capital of the firm shall, in the event of the insolvency of the firm at any time within the next following period of six months, be repayable by such limited partner with simple interest at the rate of 5 per centum per annum to the extent that such contribution or part thereof is necessary to discharge a debt or obligation of the firm incurred during the period that it represented an asset of the firm.

(3) In this section "receive" includes the release of any obligation forming part of the capital contribution and, in that context, liability to make repayment pursuant to subsection (2) of this section includes the due performance of any such obligation.

28. Dissolution

(1) In the event of dissolution of a limited partnership, the affairs of the firm shall be wound up by the general partners unless the business of the firm is assumed and continued in accordance with the proviso to subsection (4).

(2) A firm shall not be dissolved by an act of the partners until a notice of dissolution in the prescribed form signed by a general partner has been filed with the Registrar.

(3) On application by a partner or a creditor the Court may order dissolution of any limited partnership and may make such orders and give such directions for the winding up of its affairs as may be just and equitable.

(4) Notwithstanding subsection (2) and notwithstanding any expressed or implied term of the partnership agreement to the contrary, the death, insanity, retirement, bankruptcy, commencement of liquidation proceedings, resignation, insolvency or dissolution of the sole or remaining general partner shall cause the immediate dissolution of the limited partnership, which shall forthwith be wound up in accordance with the provisions of the partnership agreement or such orders as the Court may make pursuant to subsection (3):

Provided that, if within 90 days of such date of dissolution the limited partners unanimously elect one or more new general partners and if at the date of such election the firm is solvent, the provisions of this subsection shall not operate to require the firm to be wound up and the limited partnership may be assumed and continued as may be provided for in the partnership agreement or in any new partnership agreement.

29. Transactions by Partners with Limited Partnership

Subject to any express or implied term of the partnership agreement to the contrary and to the duty imposed upon a general partner by section 16 (2), a partner may lend money to, borrow from and transact any other business in his personal capacity with, the firm (so that an asset, debt or obligation of the firm is thereby created) and with or without interest or security as the general partners shall determine, and shall have the same rights and obligations in respect thereof as a person who is not a partner, provided that the obligations of the firm to repay debts to a general partner shall at all times be subordinated to the claims of secured and unsecured creditors of the firm.

PART IV

REGISTRATION OF INTERNATIONAL PARTNERSHIPS

and LIMITED PARTNERSHIPS

30. Only Registered International Partnerships and Limited Partnerships Entitled to Benefits

No international partnership or limited partnership shall be entitled to the privileges and exemptions under Part V, unless the international partnership or limited partnership is registered under this Act and all renewal, penalty and other fees have been paid to the Registrar.

31. Registration

(1) Where the Registrar has accepted an application for registration of an international partnership or limited partnership made in accordance with section 9 or section 20, he shall enter into the register of international partnerships and limited partnerships, the name of the international partnership or limited partnership, the address of its registered office and the date of registration, whereupon the international partnership or limited partnership shall be deemed to be registered.

(2) Upon registration of an international partnership or limited partnership the Registrar shall issue a certificate of registration in the prescribed form and shall forward such certificate to the representative trustee company of the international partnership or limited partnership.

(3) A certificate of registration under the hand and seal of the Registrar shall be conclusive evidence that all the requirements of this Act in respect of registration and other matters precedent and incidental thereto have been complied with and that the international partnership or limited partnership referred to therein has been duly registered under this Act.

32. Prohibitions by Minister

(1) The Minister shall have an absolute right of his own motion or otherwise and without assigning any reasons to make an order:

- (a) prohibiting the registration of any partnership as an international partnership or limited partnership;
- (b) directing any international partnership or limited partnership to cease carrying on its business or part of its business immediately or within such time as may be specified in the order.

(2) An order made under this section may be revoked or varied by the Minister.

(3) In making an order under this section, the Minister shall not be required to act judicially. An order made under subsection (1) shall be final, except as revoked or varied under subsection (2).

33. Annual Renewal Fee

(1) Every international partnership or limited partnership registered pursuant to section 31 of this Act, shall be liable to pay to the Registrar on the 30th day of June of each year, following the year in which it is registered, such annual renewal fee as may be prescribed.

(2) Subsection (1) of this section shall not apply to long term international partnerships or long term limited partnerships registered pursuant to section 34 during the period of its long term registration.

34. Long Term International Partnerships or Long Term Limited Partnerships

(1) An international partnership or limited partnership may elect to be registered as a long term international partnership or long term limited partnership by paying to the Registrar such long term registration fees and long term renewal fees as may be prescribed.

(2) An international partnership or limited partnership registered pursuant to section 31 of this Act may elect to be registered as a long term international partnership or long term limited partnership on payment of such long term renewal fees as may be prescribed.

(3) A long term international partnership or long term limited partnership may upon the expiry of any period of long term registration, elect to continue its registration on an annual basis pursuant to section 31.

(4) If upon the day after the expiry of its period of long term registration, a long term international partnership or long term limited partnership fails or has failed to pay either its long term renewal fee or annual renewal fee, it shall be liable to pay by way of penalty such additional fee or fees as may be prescribed or be liable to having its registration revoked pursuant to section 35.

35. Registration May be Revoked Without Appeal

(1) Registration of an international partnership or limited partnership may be revoked by the Registrar where, --

- (a) the international partnership or limited partnership fails to pay its prescribed annual renewal fee, long term renewal fee, or penalty fees

- (b) any partner of an international partnership or limited partnership that is a trustee company, international company or foreign company ceases to be registered in Samoa;
- (c) the international partnership or limited partnership fails to maintain a registered office in Samoa as required by section 12 or section 18;
- (d) the international partnership or limited partnership is in contravention of subsection (2) of section 5 of this Act

(2) Where the Registrar intends to revoke the registration of an international partnership or limited partnership under this section, he shall give notice of his intention to the registered office of the said international partnership or limited partnership and allow a reasonable opportunity to show cause why registration of the international partnership or limited partnership; should not be revoked.

(3) The Minister may at the request of the Registrar make an order directing an international partnership or limited partnership to cease to maintain its registered office in Samoa in which event the registration of the international partnership or limited partnership shall be revoked with effect from fourteen days after the date of such order or such later date as may be specified in the order.

(4) Where registration is revoked under subsection (1) or (3) of this section, the international partnership or limited partnership shall cease to be entitled to the privileges and exemptions under Part V; and the Registrar shall make an entry in the register noting that the registration of the international partnership or limited partnership has been revoked.

(5) The Minister need not assign reasons for making an order under subsection (3) and in making such an order the Minister shall not be required to act judicially. An order made under subsection (3) shall be final.

PART V

Privileges and Exemptions Relating To

International Partnerships or Limited Partnerships

36. Exemption from Taxation, Duties and Returns

- (1) Notwithstanding anything contained in any other enactment, --

- (a) No income tax, stamp duty, nor any other direct or indirect tax or impost shall be levied in Samoa on the transactions, contracts, securities or other dealings nor upon the income, profits or gains of an international partnership or limited partnership including interest, dividends or other earnings from any business conducted by an international partnership or limited partnership.
- (b) No income tax, stamp duty, nor any other direct or indirect tax or impost shall be levied in Samoa on any distribution of income, profits, gains, dividends or capital in favour of any partner, general partner or limited partner of an international partnership or limited partnership (other than income, profits, gains, dividends or capital paid to a trustee company in its own right which is taxable in Samoa)

(2) Notwithstanding anything contained in any enactment other than this Act, the Off-Shore Banking Act 1987 and the International Companies Act 1987, an international partnership or limited partnership shall not be required to, --

- (a) deposit any money in any public account;
- (b) file any accounts, returns, reports or records; and
- (c) register with or be licensed by any authority.

37. Banking Business

All banking business carried out in Samoa under or in connection with an international partnership or limited partnership in Samoa shall be carried out either through a trustee company or by an off-shore bank licensed under the Off-Shore Banking Act 1987 or a bank approved for that purpose by the Registrar and shall be exempt from taxation, stamp duties, currency and other exchange controls as provided in that Act.

38. Exemption From Currency and Exchange Control

(1) No person shall transact any business under or in connection with an international partnership or limited partnership, in the currency of Samoa, or by, for, or in respect of any person other than a non-resident of Samoa.

(2) Any business transacted under or in connection with an international partnership or limited partnership in compliance with the restrictions in subsection (1) shall be exempt from any currency and exchange control restrictions or regulations; and no foreign exchange levy shall be imposed or be payable in respect of such business.

(3) Every person who contravenes subsection (1) of this section commits an offence and is liable on conviction to a fine not exceeding \$10,000 and, if, the offence is a continuing one, to a further fine not exceeding \$500 for every day on which the offence has continued.

39. Secrecy

(1) Except where the provisions of this Act require and subject to subsection (2) of this section, it shall be an offence for a person to divulge or communicate to any other person information relating to the establishment, constitution, business undertaking or affairs of an international partnership or limited partnership.

(2) All judicial proceedings, other than criminal proceedings relating to an international partnership or limited partnership shall, unless ordered otherwise, be heard in camera and no details of the proceedings shall be published by any person without leave of the Court or person presiding.

(3) Notwithstanding subsection (1) of this section, it shall not be an offence under this section where such information or communication is divulged to the extent reasonably required in the circumstances:

- (a) by an officer of a trustee company or by a partner of the firm to the Registrar for the purpose of complying with the provisions of this Act;
- (b) by an officer of a trustee company to a director of that trustee company, or by a director of a trustee company to the Minister or the Registrar in what he believes are the best interests of Samoa to uphold the integrity of the jurisdiction as an offshore financial centre or to otherwise ensure compliance with this Act;
- (c) by a partner of the firm to any person for the purpose of carrying on the business of the firm; provided that the phrase “carrying on the business of the firm” shall not include the compliance with any demand or request for information by any foreign government or any Court or tribunals of any country other than Samoa where the divulging of the information will, or is likely to result in the payment of any tax, other penalty or any fine by the firm.
- (d) by a partner of the firm to any foreign government or any Court or tribunal of any country other than Samoa but only if and to the extent that the Court in Samoa so directs having been satisfied that the information is required and will be used solely for the purposes of an investigation or prosecution of any person in relation to the sale or laundering of the proceeds of sale of any prohibited narcotic

substances, whether that sale or laundering occurred in Samoa or elsewhere;

- (e) by any person to a liquidator of the firm;
- (f) by a partner of the firm to any other person where all of the partners of that firm or all the general partners of the limited partnership consent to such disclosure;

Provided that the Minister may in his absolute discretion prohibit any disclosure of any information permitted by this section.

(4) Every person who commits an offence under this section shall be liable upon conviction to imprisonment for a term not exceeding 5 years, or to a fine not exceeding \$50,000 or both.

PART VI

Miscellaneous

40. Power of Exemption

(1) The Minister may on his own motion or pursuant to an application in writing lodged with the Registrar by an international partnership or limited partnership or a partnership, which if it were registered would be an international partnership or limited partnership exempt that international partnership or limited partnership or partnership; from all or any of the provisions of this Act and any Regulations made thereunder and may impose such terms and conditions as he thinks fit as a condition under which that exemption is granted. An exemption so granted may be revoked or varied by the Minister at any time.

(2) In dealing with an application under this section, the Minister shall not be required to act judicially and his decision shall in all cases be final.

(3) Any exemption or condition imposed pursuant to subsection (1) of this section shall take effect as from the date to be decided by the Minister in his discretion.

41. English the Authentic Text

(1) Every document filed with the Registrar, and all records and accounts required to be kept under this Act shall be in the English language.

(2) Where a document is not in the English language it shall be accompanied by a certified English translation; and in the event of any conflict in meaning between the foreign language and the English version, the English version shall prevail.

(3) For the purpose of this section, a “certified translation” means a translation into the English language certified in the English language as a correct translation, by a translator before—

- (a) a diplomatic or consular officer of any country;
- (b) a notary public, justice of the peace or similar person of any country;
- (c) any solicitor in Samoa or similar person of any country; or
- (d) any other person before whom by any law of Samoa affidavits may lawfully be sworn for use in proceedings in any Court in Samoa.

42. General Penalty for Offences

Every person who commits an offence against this Act and any regulations issued hereunder for which no penalty is provided otherwise than in this section is liable upon conviction to imprisonment for a term not exceeding 1 year or to a fine not exceeding \$10,000 or to both, and, if the offence is a continuing one, to a further fine not exceeding \$500 for every day during which the offence has continued.

43. Regulations

The Head of State acting on the advice of Cabinet, may from time to time make Regulations prescribing all matters and things required or authorised by this Act to be prescribed or provided, or which are necessary or convenient to be prescribed or provided, for the carrying out of or the giving full effect to the provisions of this Act and its due administration including all or any of the following particular purposes, --

- (a) prescribing forms to be used for the purposes of this Act and the matters to be specified in such forms;
- (b) prescribing forms of application and other notices under this Act;
- (c) fixing the fees and charges to be paid under this Act and the penalties for breaches thereunder, or delegating the power of fixing such fees, charges and penalties to prescribed persons or bodies.

44. Procedure Where None Laid Down

In the event that any act or step is required or permitted to be done under this Act, and no form is prescribed or procedure laid down in this Act or Regulations for doing the same, application may be made to the Registrar for directions as to the manner in which the same may be done, and any act or step done or taken in accordance with his directions shall be valid performance of such act or step.

45. Immunity

No action shall lie against the Government or any statutory body or authority of Samoa, the Minister, the Registrar or any person acting pursuant to any authority conferred by the Minister or the Registrar, as the case may be, in respect of any act or matter done or omitted to be done in good faith in the exercise or purported exercise of their respective functions conferred by or under this Act or any regulations made thereunder.
