

COVID-19: Business Community Assistance for Local Businesses

The restrictions imposed by the States of Guernsey in an effort to contain and control the COVID-19 pandemic within the Bailiwick will, inevitably, have a significant detrimental effect on a number of local businesses, especially where those businesses rely on face to face interactions with local customers.

There is considerable technical and commercial expertise available within the island and a clear willingness within the business community to share that expertise so that local businesses can take all possible measures to deal with the short to medium term interruption or reduction in trade. It is vitally important to the Bailiwick as a whole that these local businesses are able to resume full trading once the restrictions are lifted.

As a result, and following discussions with the States of Guernsey, various business associations in the Bailiwick have collated a list of individuals and firms who are willing to lend assistance to local businesses who may be facing financial difficulties or other challenges as a result of the virus (the “Advisers”). The list of Advisers is available on the GIBA website.

The Advisers include accountancy firms, law firms, individual accountants, financial advisers, other professional advisers and professional non-executive directors. Each Adviser has an area of specialism and will not be able to assist in all cases, but it should be possible to find a number of Advisers who can assist in relation to any given scenario.

It is intended that this advice will be provided swiftly and free of charge (pro bono). In return for the time and commitment of the relevant Advisers, recipients of the advice are asked to acknowledge that the advice is being provided free of charge and on a “good Samaritan” basis, and to waive any claims that might otherwise arise in relation to the advice provided. This acknowledgement and waiver is set out below.

Please note that if the assistance required involves a significant amount of work on the part of the Adviser it may be necessary to agree a fee for the advice and for the recipient to enter into a formal engagement with the Adviser. This will be a matter between the Adviser and the recipient of the advice, to be discussed on a case by case basis. In these cases, the below acknowledgement and waiver will not apply and the terms of the engagement will apply instead.

Any person seeking free advice from any Adviser is asked to sign the below statement and send a copy to the Adviser by email. If you are unable to provide a signed copy to the Adviser, you can copy and paste the below text into an email and send that to the Adviser.

I/We, _____ (name of individual or company) (the “Recipient”) hereby acknowledge and agree that the Recipient has asked _____ (the “Adviser”) to provide general advice and assistance to the Recipient on a pro bono basis as a result of the COVID-19 pandemic. The Recipient further acknowledges and agrees that:

1. the Adviser is providing the advice on a voluntary basis and not for financial reward or other personal gain or profit;

2. the Adviser will provide advice which they consider, in good faith, to be appropriate but cannot and does not guarantee that following the advice will achieve any particular outcome;
3. the Adviser will base their advice on the information provided to them by the Recipient, and when providing that advice may not be in possession of all relevant facts in relation to the issue concerned;
4. the Adviser is providing their advice to and solely for the benefit of the Recipient, and not for the benefit of any third party or (if the Recipient is a company) any officer, employee, agent or other representative of the Recipient;
5. the Recipient will keep the advice (and any communications in respect of the advice) confidential and will not disclose the advice (in whole or part) to any third party, without the prior express written consent of the Adviser; and
6. the Adviser accepts no liability and shall not be liable, and the Recipient waives any claim against the Adviser, for any direct, indirect or consequential loss (including but not limited to loss of income, business or profits), damage, costs or expenses arising as a result of the advice provided, whether or not arising from negligence.

Signed:

Print name:

Capacity (if Recipient is a company):

Date: