



# Liechtenstein Chamber of Notaries Professional Guidelines

## Preamble

### **Art. 1**

- 1.1 In accordance with art. 69, para. 1, point g) of notarial law NotarG (Legal Gazette LGBl. 2019/306), the Plenary Assembly of the Liechtenstein Chamber of Notaries issues the following Professional Guidelines for Notaries and Notary Substitutes.
- 1.2 The purpose of these Professional Guidelines is to protect and strengthen the integrity and reputation of the notarial profession in Liechtenstein, as well as to provide details on the protection of rights and the monitoring of legal obligations for Notaries and Substitute Notaries.
- 1.3 The pronouns used to refer to people, job titles and roles in these Professional Guidelines apply to all genders.

## Scope of application

### **Art. 2**

#### ***General information***

- 2.1 These Professional Guidelines apply to all Notaries registered on the List of Liechtenstein Notaries, and for all Substitute Notaries registered on the List of Liechtenstein Substitute Notaries.

#### ***List of Notaries***

- 2.2 The List of Notaries contains:
  - a) The Notary's first name, last name, academic degree, and date or year of birth.
  - b) The date that they passed the Notary Examination;
  - c) The Notary's office address; and
  - d) The date of registration or deletion from the List of Notaries.



### ***List of Substitute Notaries***

- 2.3 The List of Substitute Notaries contains:
- a) The Substitute Notary's first name, last name, academic degree, and date of birth;
  - b) The first name, last name and date of birth of the Notary for whom the Substitute Notary is acting;
  - c) The date of registration or deletion from the List of Substitute Notaries; and
  - d) The office address of the Notary for whom the Substitute Notary is acting.

### ***Reporting obligations***

- 2.4 If there are any changes to the details recorded in the List of Notaries or List of Substitute Notaries, then the Notaries or Substitute Notaries in question must report the changes to the Chamber of Notaries immediately.

### ***Public access***

- 2.5 The List of Notaries and List of Substitute Notaries are published on the Chamber of Notaries website. For information purposes, further details may also be published on the Chamber of Notaries website, such as telephone number, website and email address.

General obligations

## **Art. 3**

### ***Independence and impartiality***

- 3.1 Notaries must conduct their professional duties independently and impartially.
- 3.2 It is not permitted to carry out notarial duties as part of another employment contract or any other similar financial arrangement.

### ***Acting in own name***

- 3.3 Notaries are obliged to conduct their duties in their own name and assume responsibility for their work. It is not permitted to conduct notarial duties on behalf of or on the account of another person or legal entity. However, it is permitted for several Notaries to act in coalition, provided that each individual Notary can still guarantee their independence, impartiality and own responsibility, and that each Notary meets the legal and professional requirements for archiving and registration.
- 3.4 A Notary may be represented by a Substitute Notary or another Notary, provided that the customer did not specifically request an individual Notary to complete the tasks required.



### ***Integrity and reputation***

- 3.5 Notaries have a duty to uphold the integrity and reputation of the Notary profession, both in their professional and personal conduct, in particular with regards to honesty and respectability. They must refrain from anything which could have a negative impact on trust in the profession.

Contradictory behaviour

### **Art. 4**

#### ***General information***

- 4.1 When carrying out notarial duties, anything which goes against the principles of integrity and the reputation of the profession is considered to be contradictory behaviour.
- 4.2 Notaries shall not promise or provide any return favour, service or provision in exchange for allocating tasks elsewhere.
- 4.3 Notaries shall not make any agreements that go against the principle of free choice of a Notary.

#### ***Compatibility with work as a lawyer, part-time judge or trustee***

- 4.4 When working as a Notary, any additional work as a lawyer, part-time judge or trustee is acceptable and compatible. If a Notary is acting in another role, then they may discreetly, where applicable, indicate their services as a Notary (for example in a letter header or on their law firm's website). However, they should refrain from advertising their other activities when referencing or using their position as a Notary. In particular, they should avoid giving any impression of offering or providing financial services as a Notary.

Confidentiality

### **Art. 5**

#### ***General information***

- 5.1 Notaries must keep confidential any facts entrusted to them professionally or otherwise made known to them in their capacity as a Notary. Information entrusted to Notaries under the protection of confidentiality obligations must not be used for personal gain or for illicit purposes.
- 5.2 If there is no obligation to maintain confidentiality, Notaries may provide information regarding the authenticity of documents. This information should refer only to the document itself and its certifications or attestations, but not to any potential correspondence in relation thereto. Whether there is a legitimate



interest in the individual case or not is for the Notary themselves to determine. Notaries should actively assist in establishing the facts relating to false or falsified documents.

- 5.3 Facts that are common knowledge, or which can be viewed by anyone in a public register, are not subject to confidentiality obligations. If only certain authorised persons can access a public register, then the Notary's duty to uphold confidentiality shall not apply to said authorised persons.

#### ***Confidentiality among staff***

- 5.4 A Notary's confidentiality obligation also extends to all of their staff. Notaries should ensure that their staff uphold confidentiality obligations.

#### ***Legal provisions***

- 5.5 Furthermore, all legal provisions relating to Notaries' confidentiality obligations must be observed.

Business management obligations

### **Art. 6**

#### ***Registered office in Liechtenstein***

- 6.1 Notaries are obliged to run their legal practice from Liechtenstein. Their notarial activities must always be carried out from their Liechtenstein office. Their physical presence depends on the requirements of properly running the business in light of the tasks undertaken. It is permitted to have another office abroad, whether as a Notary or to carry out activities for another profession.

#### ***Due diligence and honesty***

- 6.2 Notaries must conduct their business with due diligence, honesty and accuracy. They must not be involved in any prohibited, suspicious or false activities, or anything involving conflict of interest, to the best of their knowledge.
- 6.3 Notaries should not directly approach parties if they have taken legal advice to represent their interests.

#### ***Facilities***

- 6.4 Notaries are obliged to equip their offices to acceptable current standards in terms of space, staff, organisation and technical equipment, so that the requirements for carrying out notarial duties can always be met. In particular, they must ensure that notarial services can always be provided to the quality required by legal and professional standards. A Notary must have, as a minimum,



an email address for communicating with the Chamber of Notaries. A separate email address for use in their role as Notary is not necessary.

### ***Supervision***

- 6.5 Notaries must run their practice with care and due diligence. They must not assign their business tasks to unsuitable people. Notaries must employ staff who have the required expertise and professional legal grounding, and ensure they have suitable working conditions.

### ***Suitable basis of information***

- 6.6 IF a Notary is issuing documents in accordance with foreign law, pursuant to art. 39, para. 1, point a of notarial law NotarG, they must clearly record how they obtained the required information, whether through their own training or via another person.

Obligations to colleagues

## **Art. 7**

### ***Loyalty***

- 7.1 The respect which a Notary holds for their own profession obliges them to behave loyally towards their colleagues in the notarial field. They should give due regard to their legitimate interests.

### ***Foreign colleagues***

- 7.2 A Notary's professional obligations also apply completely to colleagues abroad.

### ***Disputes***

- 7.3 In the event of a dispute between Notaries, they should aim to reach an amicable agreement. If this is not possible, they can call on the Chamber of Notaries to assist before taking further legal action. If another professional association or arbitration board is involved in said dispute, such as the Bar Association, then the Chamber of Notaries should not also be involved.



## Stamps and seals

### **Art. 8**

#### ***General information***

- 8.1 Only stamps and seals approved by the Chamber of Notaries may be used; these are specified in the clauses below.

#### ***Stamp***

- 8.2 The stamp used by a Notary for certifications and attestations must correspond to the template provided in Appendix 8.2 of this document.

#### ***Seal***

- 8.3 If the Notary uses a seal instead of a notarial stamp, in accordance with art. 8.2, then the seal must correspond to the template provided in Appendix 8.3 of this document.

#### ***Substitute Notary Stamp***

- 8.4 A stamp used by a Substitute Notary, in accordance with art. 25 of NotarG, must correspond to the template provided in Appendix 8.4.

#### ***Storing stamps and seals***

- 8.5 Notary stamps (art. 8.2) and Notary seals (art. 8.3) must always be kept safe, so that they can only be accessed personally by the Notary and their respective Substitute Notary. If neither the Notary nor the Substitute Notary are present, the Notary and the Substitute Notary must ensure that the Notary stamp (art. 8.2) and the Notary seal (art. 8.3) are, as a minimum, locked in a safe for which only the Notary and the Substitute Notary have the key.

## Liability insurance

### **Art. 9**

#### ***General information***

- 9.1 Notaries must ensure that they are covered against claims for compensations which may arise through their professional activities, and they must always be insured to a suitable degree, appropriate to the nature and scope of the risks involved in their notarial activities. Upon request, a Notary shall inform the parties involved in the certification or attestation of the amount of their insurance cover, and any excess required and the insurer.



### ***Limitation of liability***

- 9.2 When agreeing the limitation of liability, a Notary should consider the nature and scope of the risks involved in their notarial activities. Notaries should not agree on a limitation of liability that is less than CHF 1 million (one million Swiss Francs).

### ***Using Substitute Notaries***

- 9.3 If a Notary uses one or more Substitute Notaries, their professional liability insurance should extend to the actions of the Substitute Notary.

## Certifications

### **Art. 10**

#### ***Duty to inform and verify***

- 10.1 For certifications, the parties and/or their representatives must appear before the Notary in person. It is not permitted to perform a certification in their absence.
- 10.2 Notaries must design certifications in such a way that they meet the legal purposes of the requirement for certification. The Notary must ensure that the legal function to protect and inform is guaranteed. In particular, the Notary must inform the parties of the legal content and the meaning of the certification and the legal act to be certified, and make them aware of any shortfalls, inaccuracies or contradictions with legal provisions.
- 10.3 It is not permitted to certify unethical or illegal acts, or any false or fake transactions made between parties. Notaries must refrain from participating if there is a clear suspicion that the documents could be used for tax offences. Equally, a Notary must decline to certify an act if the parties want to certify parts of it but not the whole thing, without a valid reason, or if the parties fundamentally do not have sufficient interest in obtaining the certification.
- 10.4 Notaries must suggest a format to the parties which does not give rise to any unnecessary additional certification costs. When informing clients, Notaries must use simple, clear and generally comprehensible language wherever possible to provide their service, and to take into consideration the respective skills and expertise of the parties to be informed in each case (e.g. age, degree of education, any legal knowledge and experience).
- 10.5 Notaries must ascertain and verify the identity of a natural person based on a valid official photo ID provided by them. An official photo ID can be a passport, identity card, foreign identity card or driving licence. A Notary must make a copy of the photo ID based on which the identity of the natural person was determined, and file it. If the Notary is not able to determine the identity of a natural person beyond any reasonable doubt, then the Notary must refuse to carry out the certification. For people



who have already been identified by the Notary based on an official photo ID, it is sufficient for the Notary to reference the previous full identification in the file. In this case, the Notary must ensure that their records are arranged in such a way that a third party can quickly and easily find the documents relating to the previous identification, in particular the copy of the ID document. It is not necessary to carry out a second identification using an official photo ID in this case.

- 10.6 Notaries must determine the identity of a legal entity, partnership and trusteeship, as well as the powers of representation of their respective bodies by requesting the submission of a current, certified excerpt from the commercial register or an official certification. A Notary must determine the identity and powers of representation of a foreign legal entity based on comparable foreign documents. These must be provided with an original Apostille or authentication if the Notary cannot fully determine the authenticity in another manner, for example by accessing a public registry. A Notary must make a copy of the documents based on which the identity of the legal entity, partnership or trusteeship was determined, and file it. If the foreign document is in another language that the Notary does not understand, the Notary should ask for a German translation of the document to be submitted, or arrange for one to be completed. If the Notary cannot fully determine the identity of the legal entity, partnership or trusteeship, or the powers of representation of their respective bodies beyond reasonable doubt, then the Notary must refuse to carry out the certification. If a person is acting as the director of a third party without instruction, or is otherwise clearly lacking full powers of representation, the Notary must take suitable precautions to ensure that no damages ensue. In particular, it is not appropriate to hand out the documents or photocopies thereof until the correct approval has been provided, or to record it in the register, or for the Notary to agree to hold the documents in advance of said approval. In any event, any actions carried out without full powers of representation must be recorded as such in the document. If the legality of the act is not certain, then the Notary should refuse to carry out the certification.
- 10.7 “Current”, in the sense of art. 10.6 above, means an excerpt from a commercial register, an official certification or a comparable foreign document which is no more than 5 (five) days old, or the current nature of which can be verified, for example by accessing a public register. The 5-day time period can be exceeded if this is unavoidable from an organisational perspective.

### ***Certification procedure***

- 10.8 The Notary shall read the document aloud to the parties or allow the parties to read the document themselves in silence. The Notary must expressly state in the document whether the document was read aloud to the parties or whether they read it themselves in silence. If the Notary reads out the document, then the Notary must read at a speed that allows the parties to understand the content of the document. In doing so, the Notary must consider whether the people involved in the certification procedure were involved in negotiating the contents of the act and formulating it, or if they are hearing/reading it for the first time during the certification process. If the parties read the contents themselves in silence, then the Notary must encourage the parties to read carefully; in the event of a party clearly not paying





attention

or being distracted, the Notary should intervene and, if necessary, interrupt the certification proceedings. Once the parties have finished reading, the Notary shall expressly ask them if they have any questions about what they have read.

- 10.9 After reading, the content must be approved unconditionally and without reservation.
- 10.10 Once the content has been approved, the Notary shall ask the parties to sign the document. However, the parties are not legally obliged to provide their signature. Even after the content of the document has been approved, they are still permitted to withhold their signature. Once all of the parties' signatures have been provided, the content of the document is legally binding for all participants.
- 10.11 Immediately after all the parties have signed the document, the Notary must confirm the certification by signing the document in accordance with art. 32, para. 3 of NotarG.
- 10.12 The Notary must ensure that the certification procedure was conducted correctly from beginning to end in one sitting, i.e. with no interruptions, in the simultaneous presence of all parties involved. The Notary must expressly state that the people being informed of the document and all necessary interpreters and certification witnesses were present before the Notary during the certification process, and that the legally required procedures for certification were followed. If translations have been provided, this must also be mentioned in the certification document.

### ***Conflicts of interest***

- 10.13 When carrying out a certification, a Notary must always ensure their independence and impartiality, and in particular observe art. 28, para. 2 of NotarG.
- 10.14 If the Notary themselves is authorised to represent one of the parties, even if this is in another context or organisational body, or without full powers of representation, then said Notary is not permitted to certify a legal act for said party.
- 10.15 In cases which comply with art. 28 of NotarG, in particular one party's lack of full legal powers of representation to a Notary - whether as a lawyer or otherwise - then the Notary can complete a certification with a representative of the party with whom there is a professional connection, for example a trustee or lawyer, whether through joint law firm offices or chambers, joint companies, personal connections or the external image of the law firm's organisation and who is constantly trusted with issues as a trustee, lawyer or Notary, provided that this party representative is not acting on their own account financially, for example as a body of a foundation for which they are neither a donor, founder or beneficiary. In the event of this type of contact with a party's representative, the Notary shall not act if (a) the matter at hand is already or can be expected to be connected to a contentious matter, or (b) a certification pursuant to art. 40, para. 3 of NotarG (voluntary witness interview), a certification pursuant to art. 41 of NotarG (executable documents), a certification pursuant to art. 45 NotarG (excerpts) or a certification pursuant to art. 47 NotarG (date attestations) is to be carried out.



- 10.16 The Notary shall promptly and at the first opportunity inform all parties of the existence of a professional connection as specified in art. 10.15. If any party expresses that they are therefore against the certification being carried out by said Notary, then this shall be respected. The Notary shall assist the parties, free of charge, in finding another suitable person to perform the certification. The principle of free choice of Notary remains unaffected. There shall be no obligation to assist if the party who was against the certification by the first Notary is being represented by a knowledgeable representative.

## Certifications

### **Art. 11**

#### ***General information***

- 11.1 When providing an attestation for a signature, the Notary certifies that the person signed the document in their presence, or that they approved the signature as the person's own. When providing an attestation for a signature or a copy, the Notary must always cite the date of the attestation.
- 11.2 To identify a person for whom the Notary is providing an attestation for their signature, the same terms apply as previously mentioned for certifications.
- 11.3 For attestations, the Notary must avoid any semblance of the act being confused with an official public certification.

#### ***Blank signature***

- 11.4 If a Notary is providing an attestation for a blank signature, then this fact must be expressly mentioned in the attestation note. An undated document does not count as a blank. Notaries must pay particular attention to ensure that the date of the attestation is correct.

## Archiving and register

### **Art. 12**

#### ***Retention obligation***

- 12.1 Notaries must make all certifications in a physical, hard format. This must be kept for a minimum of ten years. The parties involved can agree a longer retention period with the Notary if they wish.

#### ***Register***

- 12.2 Notaries must complete the register in accordance with art. 36 and 49 of NotarG on a daily basis, using the templates in [Appendix 12.2](#). They must keep the register safe at the



given to the Chamber of Notaries, in line with the relevant Chamber of Notaries guidelines, and guarantee this at all times, including granting access for unannounced spot inspections of the register. Registers can be filled in jointly by several Notaries. In this case, it must be possible to assign all documents and attestations to the relevant Notary.

### ***Handover regulations***

- 12.3 If a Notary gives up their activities as a Notary or is no longer able to carry out these duties, they must ensure that the documents and register are handed over to their successor. The Notary must ensure that their archive and register are easily accessible in the unforeseen event of there being no successor, in accordance with art. 36, para. 3 of NotarG. In the case of joint registers, the Notaries shall come to an agreement on how to manage the registers in the event of a joint register being terminated, and they shall adhere to this agreement.

Further training

### **Art. 13**

- 13.1 Notaries shall undertake suitable further training. In particular, they shall take part in further training events run by the Chamber of Notaries to the minimum extent required, unless there are important reasons not to do so.

Fees

### **Art. 14**

- 14.1 Notaries shall inform the parties liable for the notarial fees of the amount owed, in a suitable manner, before providing the service, and shall indicate the fees at public authorities (court, Department of Justice, local authorities). This is not necessary if the parties liable for the fees are represented by lawyers, professional financial service providers or account auditors.
- 14.2 The Notary is entitled to request a reasonable advance payment for fees, expenses and third party costs.
- 14.3 Until the Notary has received full payment of their justified fees and expenses, the Notary has the right to withhold any documents they have completed. The legal obligation to retain such documents remains unaffected.
- 14.4 Notaries shall not share their fees with anyone who is not a Notary. If a Notary shares their fees with other Notaries who are neither involved in the case nor easily discernible by the parties from an outside perspective as being a joint business partner with said Notary,



then the Notary shall inform the person liable for the fees of this fact. It is permitted for fees to be shared between a Notary and their Substitute.

## Appearance and advertising

### **Art. 15**

- 15.1 Notaries are permitted to publicly inform people of the tasks, powers and scope of activity carried out by Notaries, including through the use of publications, presentations and statements in the media.
- 15.2 Advertising is permitted within the scope of legal rules against unfair competition, provided that the content and format of the advertising does not violate the integrity or reputation of the profession. Violation of the integrity and reputation of the profession includes any misleading, aggressive or crass advertising.
- 15.3 Notaries must observe the guidelines issued by the Chamber of Notaries for external image, presentation of services and advertising.

## Breaching Professional Guidelines

### **Art. 16**

- 16.1 If a Notary deliberately or negligently breaches any of the terms of notarial law NotarG or any of the terms of these Professional Guidelines, then this is a breach of their professional obligations. This breach shall be prosecuted by the Royal High Court in the Disciplinary Court for Notaries.

## Implementation

### **Art. 17**

- 17.1 These Professional Guidelines were issued to the Plenary Assembly of the Liechtenstein Chamber of Notaries on 23 November 2020 and come into effect immediately.



**Appendix to Professional Guidelines**

Template pursuant to art. 8.2/8.3 and 8.4

For Notaries



For Substitute Notaries

Version 1



durchgeführt durch  
Vorname Nachname  
Notariatssubstitut

Version 2





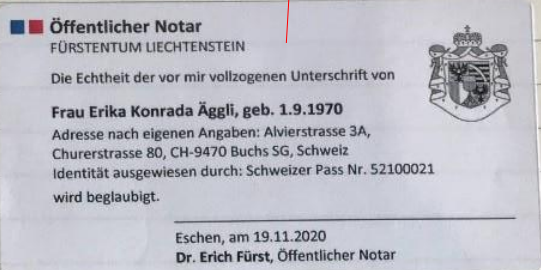
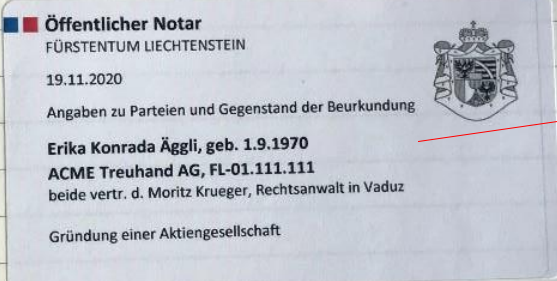
Template pursuant to art. 12.2

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NR.	NOTAR	DATUM	ANGABEN ZUR BEGLAUBIGUNG/BEURKUNDUNG
1	EF	19/11/2020	
2	EF	19/11/2020	Beglaubigung d. Unterschrift von Frau Erika Konrada Äggli, wohnhaft in CH-9470 Buchs SG, Alierstrasse 3A, Schweiz, geb. am 1.9.1970, ausgewiesen mit Schweizer Pass Nr. 52100021
3	EF	19/11/2020	
4	EF	19/11/2020	Beurkundung über d. Gründung einer Aktiengesellschaft, Parteien: - Erika Konrada Äggli, geb. am 1.9.1970 - ACME Treuhand AG, FL-01.111.111 beide vertr. d. RA Moritz Krueger

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**Notes:**

- 1 Consecutive number
- 2 Details of Notaries or Substitutes who carried out the act. If the register is only filled in by one person, this can be omitted. Column can be omitted if the Notary or Substitute has completed the text on the right.
- 3 Date of the act. Column can be omitted if the date is completed in the text on the right.
- 4 Template for an attestation in accordance with the Chamber's label template. A second copy of the label on the agreement is stuck into the registry book, containing all the necessary details.
- 5 Template for registering an attestation without using a label template.
- 6 Template for registering a certification with the date typed and stuck on with a label. Details of parties are given in the document, so the details here are shorter than in the attestation.
- 7 Template for registering a certification without a label.
- 8 Pages are numbered.