DATED << insert Date>>

(1) <<Names of parties to [Long] Partnership Agreement>>

-and-

(2) <<Name of Joining Party>>

DEED OF ADHERENCE

to

[Long] Partnership Agreement

THIS DEED OF ADHERENCE is dated <<Date>>

1. **PARTIES**

   The persons whose names and addresses are set out in Schedule 1 (the "Existing Partners"); and

   <<Name of Joining Party>> of <<Address>> (the "New Partner").

2. **Background**

   2.1   The Existing Partners have carried on in partnership under the <<Business Name>>, engaging in the business of <<Nature of Business>> ("the Partnership").

   2.2   This Deed is supplemental to a partnership agreement made between the Existing Partners and dated <<Date of agreement>> (the "Partnership Agreement").

   2.3   The New Partner wishes to be admitted to the Partnership, and in accordance with Clause <<Clause No>> of the Partnership Agreement, the **[**Existing Partners**] / [**Management Committee**] / [**Other**]*** have approved the appointment of the New Partner.

   * Check the Partnership Agreement to see who needs to approve the appointment of a new partner. If your existing Agreement is the Simply-docs agreement CO.CD.04.02, this clause should read "….in accordance with Clause 2.3 of the Partnership Agreement, the Existing Partners have approved the appointment of the New Partner."

3. **AGREED TERMS**

   3.1   **Adherence to the Partnership Agreement**

   As at the date of this Deed, the New Partner hereby becomes a party to the Partnership Agreement and undertakes and covenants as a separate covenant with each of the Existing Partners to assume, observe, perform, discharge and be bound by all liabilities and obligations arising under the Partnership Agreement and to be bound by the Partnership Agreement as if the New Partner were an original party to the Partnership Agreement.

   3.2   **Capital**

   The New Partner shall provide capital to the Partnership in the sum of <<Figure>> by payment into the Partnership bank account prior to <<Date>>.

4. **Profits and Losses**

   Subject to the relevant provisions of the Partnership Agreement;

   4.1   the New Partner shall share the profits and the losses arising from the Partnership for the period from the date of this Deed until the next following accounts date in the proportion specified opposite his name in Column 2 of Schedule 2 to this Deed.

   4.2   thereafter, the New Partner shall share the profits for each Partnership Year (a

Partnership Year b... ...e accounts date to the next), and bear any losses for ...the proportion specified opposite his name in Column ... Deed.

4.3 the New Partner sh... ...losses, debts or liabilities arising prior to the date o... ...g Partners undertake jointly and severally to indemn... ...inst all losses debts and liabilities arising from the Par... ...of this Deed.

5. Drawings

Subject to the relevant pr... ...hip Agreement, the New Partner shall be entitled to draw ... ...of the Profit for each Partnership Year the monthly sum sta... ...n Column 3 of Schedule 2 to this Deed.

6. Variation of the Partnersh...

[Schedule <<Schedule nu... ...use <<Clause number>>**]***of the Partnership Agreement sh... ...by Schedule 2 to this Deed. All other terms of the Partners... ...ain unchanged.

*Input the Clause number or... ...riginal partnership agreement, which sets out shares of partnershi... ...ur existing Agreement is the Simply-docs agreement CO.CD.04.... ...ad "Schedule 1 of the Partnership Agreement shall be replaced ... ...is Deed …"

7. Applicable Law and Juris...

This Deed and any dispute... ...f or in connection with its subject matter (including any non-... ...obligations arising there from or associated therewith) sha... ...aws of England and Wales and subject to the exclusive juri... ...urts.

IN WITNESS whereof the parties ... ...nditionally delivered this Deed on the date stated at the beginning of...

Name of Existing Partner	of Existing Partner
<< Name >>	s>>
<< Name >>	s>>
<< Name >>	s>>
<< Name >>	s>>

Names of the Partners (Existing and New Partne		Monthly Drawing
<< Name >>		<< Amount >>
<< Name >>		<< Amount >>
<< Name >>		<< Amount >>
<< Name >>		<< Amount >>
<< Name >>		<< Amount >>

Executed as a Deed by
<<Name of Existing Partner>>

 in the presence of:

Witness signature   ……………
Witness name   ……………
Witness address   ……………

Executed as a Deed by
<<Name of Existing Partner>>

in the presence of:

Witness signature   ……………
Witness name   ……………
Witness address   ……………

Executed as a Deed by
<<Name of Existing Partner>>

in the presence of:

Witness signature   ……………
Witness name   ……………
Witness address   ……………

Executed as a Deed by
<<Name of Existing Partner>>

in the presence of:

Witness signature   ……………
Witness name   ……………
Witness address   ……………

Executed as a Deed by
<<Name of New Partner>>

in the presence of:

Witness signature   ……………
Witness name   ……………
Witness address   ……………