

THIS LIMITED LIABILITY PARTNERSHIP
made

is dated <<Insert date>> and

BETWEEN:

1. <<Insert name 1>> of <<Insert address>>
2. <<Insert name 2>> of <<Insert address>>
3. <<Insert name 3>> of <<Insert address>>
4. <<Insert name 4>> of <<Insert address>>
5. <<Insert name 5>> of <<Insert address>>

(collectively the "Members")

With <<Insert name 1>> and <<Insert name 2>> acting as Designated Members.

It is agreed as follows:

1. The Members hereby agree to form a Limited Liability Partnership for the purpose of engaging in the <<Insert nature of business>> types of business incidental thereto subject to the terms of the Limited Liability Partnership Act 2000 (the "Act").
2. The name of the LLP shall be <<Insert details>> and its registered office shall be <<Insert details>>. All such documents as are required to incorporate the LLP shall be delivered to Companies House.
3. The written consent of all Members shall be required to admit a new Member.
4. [The LLP shall begin on <<Insert date>> and shall continue until wound up in accordance with the Act.]
5. The LLP shall not automatically terminate on the death or bankruptcy of any Member.
6. The business of the LLP shall be carried on at premises known as <<Insert address>> or such place as the Members may from time to time determine.
7. The LLP capital shall be <<Insert amount>> and the Members shall be entitled to share in the profits of the LLP, and bear any losses arising, in equal shares.
8. Each Member shall be entitled to a share of <<Insert amount>> per month from the LLP bank.
9. The accounts of the LLP shall be prepared for each year and shall be prepared in accordance with the requirements of the Limited Liability Partnerships (Accounts) Regulations 2001 (the "Regulations") (Applications of Companies Act 2006) Regulations 2006.
10. <<Insert name of auditor>> shall be appointed as auditors.

11. The LLP bank will be <<Insert address>>. Cheques drawn in the name of the LLP must be signed or authorised (as a Member).
12. Each Member shall be entitled to the rights and entitlements by virtue of being considered a "worker" under the Employment Rights Act 1996, including <<Insert holiday entitlement>> holiday each year.
13. The Designated Member shall perform the duties, sign the accounts and deliver them to Companies House, notify any changes to the LLP's membership, name or registered office and act on the LLP's behalf if it is wound up and dissolved.
14. All management decisions shall be made by vote taken at a meeting of Members which shall be held <<Insert frequency>> times a year>>. The quorum for each such meeting shall be <<Insert quorum>>. Each Member shall be entitled to one vote and shall vote by a simple majority.
15. Each Member shall devote his or her full time to the business, and shall be responsible for the successful operating of the LLP.
16. A Member shall cease to be a Member in the case of a corporate member on the following reasonable notice: (a) death; (b) dissolution (in the case of a corporate member); (c) the agreement of all the Members; (d) any other event as required, e.g. bankruptcy etc >>.
17. No Member may be expelled without the written approval of all the other Members.
18. None of the Members shall engage in any other business or employment outside the LLP without the written approval of the other Members, engage in any other business or employment as an employee.
19. Any Member who has been expelled shall not for <<Insert number of months>> following the date of expulsion canvass or accept instructions from any customer of the LLP or solicit business from, or induce any person who is a Member to work or provide services for the LLP.
20. This Agreement may not be amended without the written consent of all the Members.
21. Any dispute between the Members relating to the business of the LLP shall be referred to an arbitrator nominated by the President of the Chartered Institute of Arbitrators. The arbitrator's decision shall be binding on all the Members.
22. This agreement shall be governed by the laws of England and Wales.

IN WITNESS whereof the parties have signed herein written.

Witness my hand and seal this day of the month of _____ 20__

Signed by <<Insert name 1>>

In the presence of: -
<<Insert witness signature>>
<<Insert witness name>>
<<Insert witness address>>

Signed by <<Insert name 2>>

In the presence of: -
<<Insert witness signature>>
<<Insert witness name>>
<<Insert witness address>>

Signed by <<Insert name 3>>

In the presence of: -
<<Insert witness signature>>
<<Insert witness name>>
<<Insert witness address>>

Signed by <<Insert name 4>>

In the presence of: -
<<Insert witness signature>>
<<Insert witness name>>
<<Insert witness address>>

Signed by <<Insert name 5>>

In the presence of: -
<<Insert witness signature>>
<<Insert witness name>>
<<Insert witness address>>

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