- (1) <<Name of Partner>>
- (2) <<Name of Partner>>
- (3) <<Name of Partner>>

# PARTNERSHIP AGREEMENT

## THIS PARTNERSHIP AGREEMENT is made the << Day>> da **BETWEEN:** THE PERSONS whose respective names and addresses are a 1. **DEFINITIONS AND INTERPRETATION** 1.1 In this Agreement except where the context oth terms shall have the following meanings; "Accounts <<Insert relevant date>>, being th Date" the Partnership Accounts are mad "Accounting in the case of the first Accounting Period" Commencement Date to and in Date. For subsequent periods, the day after the Accounts Date and Date: "Auditors" means <<Name>> of <<Addres chartered accountants as may be as the auditors of the Partnership: "Business" means the business of the F description of business of the P business as the Partners may dec "Business Day" means any day on which ordinary range of normal business in Londo "Business <<insert normal business hours of Hours" "Cessation means, in relation to an Outgoing Date" he ceased to be a Partner: "Clear Days" in relation to a period of notice, r the day when the notice is given the day for which it is given or on v "Confidential means details of suppliers and the Information" of clients or customers and the charged to and terms of busines marketing plans and sales foreca these are included in publishe proposals relating to the acquisition or business or any part thereof or or contraction of activities, details and of the remuneration and ot information relating to research processes, designs formulae information which the Partners is

information which has been gi

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	confidence by clients, customers,	
"Continuing Partners"	means those persons who continue a contract of the contract of	
"Intellectual Property"	means any patent, registered or service mark, copyright, register design right, any application for ar in respect of technical or common other form of protection;	
"Loss"	for any Partnership Year, mea Partnership as shown in the Pa Partnership Year;	
"Majority of the Partners"	means more than < <percentage>; ;;</percentage>	
"Management Committee"	means the committee of the Partines in the second s	
"Managing Partner"	means the Partner appointed by t from time to time as set out in Clar	
"Name"	means < <insert f="" name="" of="" seco<="" second="" th="" the=""></insert>	
"New Partner"	means any person who at any Agreement is appointed as a Parti	
"Outgoing Partner"	means a person who, at the relevance of the analysis of the an	
"Partner"	means each person named in the New Partner who, in either case, rema time and Partners means all such	
"Partnership"	means the partnership carried on this Agreement for the purpose of the	
"Partnership Accounts"	means the annual accounts of the prepared pursuant to Clause 9.3 account and a balance sheet in Period;	
"Partnership Bank Account"	means the bank account of t in accordance with Clause 10;	
"Partnership Business"	means the business referred to in	

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- "Partnership Property" means the Premises and all other assets (or rights in them) which are used by the Partnership for the purposes of the Business, including but not limited to Intellectual Property, computers, office equipment, furniture, stationery and any property or equipment in or about the Premises;
- "Partnership means each period of 12 months ending on <<date Partnership Year ends>>, or any other period determined by the Management Committee;
- "Premises" means the [freehold/leasehold] offices located at <<insert relevant address>> to be occupied by the Partnership or at such other location[s] as the Partners may decide;
- "Profit" for any Partnership Year, means the profit made by the Partnership as shown in the Partnership Accounts for that Partnership Year.
- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
  - 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by telex, facsimile transmission or similar means;
  - 1.2.2 a "working day" is a reference to any day other than Saturday or Sunday which is not a bank or public holiday in the territory of either party;
  - 1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.4 "this Agreement" is a reference to this Agreement and each of the Schedules, as amended or supplemented at the relevant time;
  - 1.2.5 a Schedule is a schedule to this Agreement; and
  - 1.2.6 a clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.3 In this Agreement:
  - 1.3.1 any reference to the parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees;
  - 1.3.2 any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity;
  - 1.3.3 words importing the singular number include the plural and vice versa; and
  - 1.3.4 words importing any gender include any other gender.
- 1.4 The headings in this Agreement are for convenience only and shall not affect

its interpretation.

## 2. FORMATION AND NAME

- 2.1 The Partners hereby agree to form a Partnersh in the Business under the Name.
- 2.2 Any change to the Name shall require the Par relevant authorities, professional bodies and th of the Partnership of such change.
- 2.3 Any person may with his agreement be appoi Partnership provided:
  - 2.3.1 his appointment is approved by a unan accordance with Clause [15.4.1]; and
  - 2.3.2 he enters into a written instrument<sup>1</sup>, in s Committee may specify, under which he terms of this Agreement.

## 3. COMMENCEMENT AND DURATION

- 3.1 The Partnership shall commence on the Comm
- 3.2 Subject to the provisions for retirement, expulsion this Agreement, the Partnership shall continue conditions of this Agreement, subject to Clause
- 3.3 If any Partner ceases to be a Partner by reaso expulsion in accordance with the provisio Partnership shall not determine as regards Partners.
- 3.4 The Partnership may be dissolved at the end Majority of the Partners giving to all other Pa notice period of termination>> written notice of
- 3.5 If the Partnership is dissolved, the affairs of the and the assets and liabilities shall be dealt Partnership Act 1890.

## 4. PLACE OF BUSINESS

The business of the Partnership shall be carried on fr

## 5. CAPITAL

5.1 The initial capital of the Partnership at the Con total sum specified in the Schedule 2 to this / Partners in the amounts or shares set oppos Schedule 2. Each of the Partners shall forthy bank account the sum to be contributed by him.



<sup>&</sup>lt;sup>1</sup> This will be along the lines of the deed of adherence, document: CO.CD.04.11 © Simply-Docs – CO.CD.04.02 – Partnership Agreement (Long)

- 5.2 If at any time the Partners decide to increase th amount of the increase shall be contributed in agree and, in default of agreement, in the s entitled to in the capital of the Partnership.
- 5.3 The capital for the time being of the Partnership the proportions in which it has been contributed
- 5.4 Each of the Partners shall be entitled to intere figure>> per cent per annum above the base the amount for the time being of his share of interest to be calculated and credited each ye The Auditor shall determine any matters of doul
- 5.5 No Partner whilst in the Partnership shall with with the written consent of all the other Partners

## 6. PARTNERSHIP PROPERTY

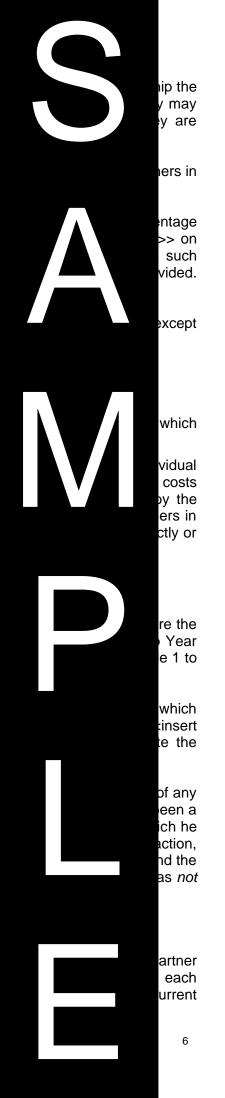
- 6.1 Partnership Property shall belong to the Partn they are entitled to share in capital.
- 6.2 Any Partnership Property which is vested in Partners' names shall be held by them on trus and expenses relating to such Partnership Pi Partnership and the other Partners shall indem whom such property is vested against all liabilit indirectly in respect of it.

## 7. PROFITS, LOSSES AND SALARIES

- 7.1 Subject to the following provisions of this Claus Profit for each Partnership Year and bear any in the proportions specified opposite their name this Agreement.
- 7.2 The Partners shall be paid in each year by way shall be deemed to accrue from day to day Frequency of Payment>> such sums (if any) Partners' respective names in the Schedule 2 to
- 7.3 If any person is a Partner for part only of a Par Profit or Loss for that Partnership Year shall be Partner for the whole of that Partnership Year, would otherwise have been entitled shall be re where the denominator is the number of days in numerator is the number of days in that Year du a Partner.

## 8. DRAWINGS

8.1 Unless otherwise determined by the Managen shall be entitled to draw on account of his Partnership Year the following sums, which s account:



- 8.1.1 the monthly sum stated opposite his name
- 8.1.2 such sums as are from time to time requir
  - a) any income tax assessed by referen
  - b) his national insurance contributions;
  - c) such further sums as the Managem to time determine.
- 8.2 As soon as practicable after the last day of the shall be made to the Partners on account of th Partnership Year of such aggregate amount Committee may determine, having regard to financial requirements of the Partnership, and e by the Management Committee shall be divide proportions in which they are entitled to share their current accounts.
- 8.3 Following the end of each Partnership Year, e shall be credited or (as the case may be) debite Loss for that Partnership Year, after taking in has been credited or debited to that Partner Partnership Year, and if, after that has been do that current account, that Partner shall, unless otherwise determines, pay to the Partnership within <<ti>time limitation for payment>> from Partnership Accounts are circulated.
- 8.4 Subject to the provisions of Clause 8.3, no Par consent of the Management Committee permit current account, and each Partner shall, at th Committee forthwith pay to the Partnership the
- 8.5 Without prejudice to Clause 8.4, if there is at a Partner's current account, then:
  - except in respect of any part of that deb to his share of any Loss for any Partne Partnership in accordance with Clause 8.3
  - b) unless or until the Management Com interest shall be payable by the Partner in <<£ sum>> and <<amount of interest>> outstanding from time to time until payme a rate of <<insert percentage>> per cer rate of <<insert name of Bank>> from time

## 9. AUDITORS, ACCOUNTS AND RECORDS

- 9.1 The Partnership shall ensure that the Audito reasonably practicable after the Commencemer
- 9.2 Proper books of account shall be kept giving Partnership's Business. The books shall be ava



the Partners and the Auditors at any time.

- 9.3 As soon as reasonably practicable after the er the Partners shall instruct the Auditors to draw u
- 9.4 Each such set of Partnership Accounts shall the Committee and shall thereupon become bindi that any Partner shall be entitled to require the error discovered in any such account or balance rectify shortfall>> months of the date when Management Committee.

## 10. BANK ACCOUNT

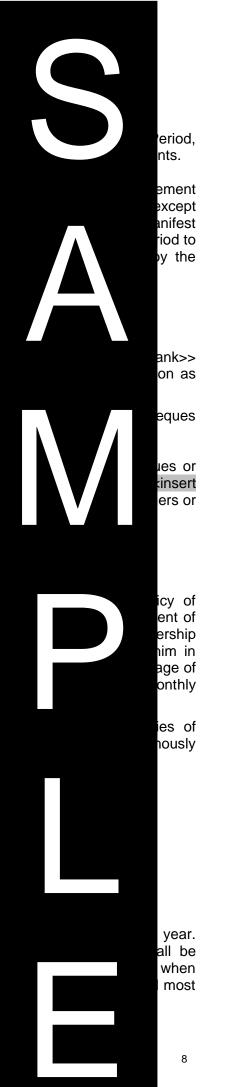
- 10.1 The Partnership Bank Account shall be mainta or such other bank as the Partners shall dete reasonably practicable after the Commencemer
- 10.2 All Partnership monies not required for curre shall be paid promptly into the Partnership Bank
- 10.3 All cheques shall be drawn in the name of th instructions issued for the transfer of electronic relevant amount>>, must be signed by <<insert as agreed by the Management Committee from

#### 11. INSURANCE

- 11.1 Each Partner shall effect and maintain at h insurance with a reputable insurance company his being incapacitated by illness or injury fror duties for a period of more then 6 months, respect of each calendar month thereafter until retirement>> or dies, a sum equal to not less drawings.
- 11.2 The Partnership shall maintain at the Partn insurance for such amounts and on such terms determine in respect of:
  - 11.2.1 loss or damage to any Partnership Prop
  - 11.2.2 employers' liability;
  - 11.2.3 public liability; and
  - 11.2.4 professional negligence.

## 12. HOLIDAYS

Each Partner is entitled to a total of <<amount of ho No more than <<maximum continuous holidays>> allowed. Each Partner is to consult the other Partne the Partner intends to take holidays and shall take th practical for the Business.



#### 13. SALARIED PARTNERS

[The Partners may from time to time agree with an shall employ him as a Salaried Partner. The Sala otherwise agreed with the Partners, be entitled to obliged to bear any of the losses of the Partnership. Salaried Partner shall be contained in a separate between the Partners or Managing Partner on be contract shall include an indemnity from the Partners any such losses. [The contract shall include a pr Partner shall be admitted as a Partner with effect satisfaction of a particular condition].]

## 14. OBLIGATIONS OF PARTNERS

- 14.1 The Partners agree as follows:
  - 14.1.1 to use their best endeavours towards t Partnership and at all times conduct the manner in all transactions of any nature a
  - 14.1.2 to devote such time and attention as performance of his duties to the Business
  - 14.1.3 to comply with all legislation, regulation other provisions as may govern the condu
  - 14.1.4 to act with the utmost good faith and to Partners and to disclose to the other adversely affect or prejudice the Business
  - 14.1.5 that no Partner shall disclose Confiden firm or business unless with the prior wri Partners;
  - 14.1.6 each Partner shall for the term of this A Partners against all claims, actions, co payable or paid by the Partnership for and Partner;
  - 14.1.7 that no New Partners may be added express prior written approval of all of the
  - 14.1.8 each Partner shall keep proper records or on behalf of the Partnership;
  - 14.1.9 that each Partner shall duly and pund separate and private debts and liabilities Partnership Property and the other Partner and effects indemnified against all action and demands in respect thereof; and
  - 14.1.10 to comply with all directions, instruction of the Partnership's Business generally a the Management Committee and any relevant to the Partnership's Business.
- 14.2 Each Partner warrants that they shall not with the other Partners:
  - 14.2.1 carry on or be engaged or interested in activity or take steps to set up or promote



of any of the same at any point which co with any part of the business of the Partne employment of any employee or agent of

- 14.2.2 loan any money belonging to the Pa Property to any other person, firm or b money or property, whether in the form of of the Partnership from any other person,
- 14.2.3 offer a guarantee, security or any othe any liabilities incurred by the Partnersh business, nor shall he accept a guarante sums as may be owed to the Partnership accept any compromise or part-payment owed to the Partnership from time to time
- 14.2.4 assign, mortgage, or charge his share thereof;
- 14.2.5 open any bank account or borrow any n Partnership other than the Partnership Ba

## 15. MANAGEMENT AND DECISIONS

- 15.1 Save as may be specifically provided for in the decisions shall be made by the Management Control of the management Control of the management Control of the management o
- 15.2 The Management Committee shall consist of <<insert name of partner>> and <<insert Commencement Date.
- 15.3 [The Management Committee must act in accordence reference>> established for regulating the Committee by the Partners.]<sup>2</sup>
- 15.4 Clause 15.1 above is subject to any exce Agreement and to the following exceptions wh all of the Partners is required:
  - 15.4.1 the admission of any New Partners to th
  - 15.4.2 the membership of the Management Co
  - 15.4.3 the alteration of the Partners' shares Partnership;
  - 15.4.4 a change in the Name;
  - 15.4.5 any change in the nature of the Busines
  - 15.4.6 a change of Premises;
  - 15.4.7 borrowing or lending in excess of <<£ in
  - 15.4.8 the acquisition or disposal of all or a par

mpete te the ership such behalf ent of se of such all he ay be y part or the ership her>>. it the ms of ement h this ion of of the

<sup>&</sup>lt;sup>2</sup> If it is proposed that the Management Committee is subject to terms of reference, these shoul © Simply-Docs – CO.CD.04.02 – Partnership Agreement (Long)

15.4.9 any amendment of this Agreement; and

15.4.10<<insert others that may be relevant to t

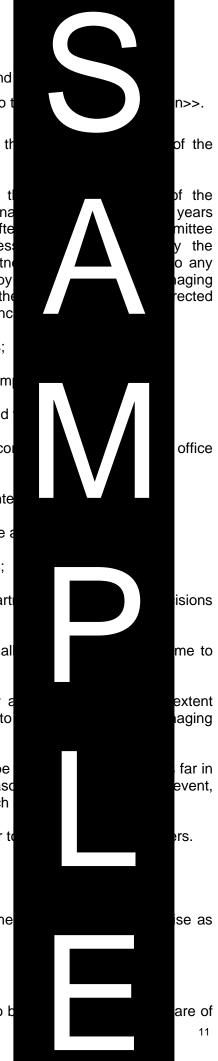
- 15.5 The expulsion of any Partner shall require th Continuing Partners.
- 15.6 <<name of Managing Partner>> shall be t Partnership, for a period of <<length of Mana from the date of this Agreement, and thereafte shall appoint a Managing Partner. Unless Management Committee, the Managing Partne additional remuneration or share of profits by Partner. The day-to-day business affairs of the by the Managing Partner whose duties shall inc
  - 15.6.1 execution of the Partnership's policies;
  - 15.6.2 the recruitment and management of em
  - 15.6.3 direction and control of the training and
  - 15.6.4 supervision of the Partnership's recorsupplies;
  - 15.6.5 supervision of the furnishing and mainte
  - 15.6.6 supervision of Partnership expenditure a
  - 15.6.7 arranging Partner and office meetings;
  - 15.6.8 compilation and dissemination to Part made at meetings of the Partners; and
  - 15.6.9 such other duties as the Partners shal time.
- 15.7 Meetings of the Partners may be called by a possible, shall be convened upon request to Partner.
- 15.8 Notice of the meetings of the Partners shall be advance of the meeting as circumstances reaso at least <<number of days>> days before each
- 15.9 A quorum at such meeting shall be <<number to

## 16. LIFE ASSURANCE

Each Partner may affect such insurance arrangeme may appear to him expedient from time to time.

## 17. GOODWILL

The goodwill of the Partnership shall be deemed to b © Simply-Docs – CO.CD.04.02 – Partnership Agreement (Long)



an Outgoing Partner to the goodwill, if any, of the I accrue to the Continuing Partners and no Outgoing F any claim in respect thereof.

## 18. EXPENSES

- 18.1 Any Partner who is in [material] breach of Agreement shall indemnify the other Partners, from and against all liabilities, costs, expe (including but not limited to any direct, indirect of profit, loss of reputation and all interest, penalt on a full indemnity basis) and all other reaso expenses) resulting from that breach, without remedy of the other Partners howsoever arising
- 18.2 A Partner is entitled to be reimbursed for r provided the same are vouched for by valid red Partners.

## 19. VOLUNTARY RETIREMENT

Any Partner may retire from the Partnership by givir less than <<notice period for retirement>> notice in w on an Accounts Date. This Clause is subject to a Pa at least <<time period>>.

## 20. INVOLUNTARY RETIREMENT

A Partner shall be deemed to have retired from the Pa

- 20.1 On the expiry of not less than <<notice give months notice in writing expiring on the day re him by all the other Partners at a time whe Partners by reason of illness, injury or other cau duties as a Partner and has been unable throug time allowed to remain ill>> calendar month service of the notice, unless before the expiry Partnership duties to the reasonable satisfaction
- 20.2 On the service upon him of notice in writing red the other Partners at any time after he has beco unsound mind [as determined by expert medica

## 21. EXPULSION

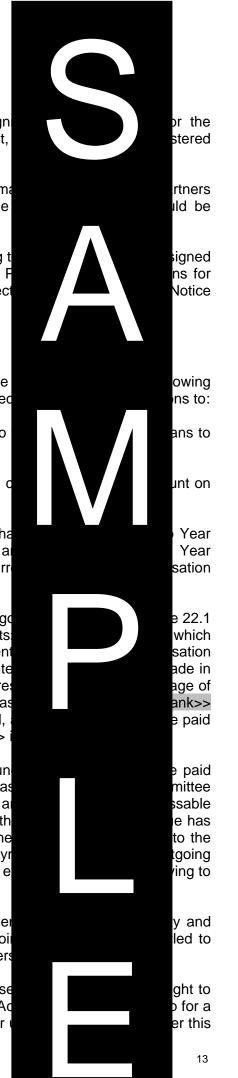
- 21.1 The Partners may at any time expel any Partn Partner (the "Offending Partner"):
  - 21.1.1 has been found guilty of professional m other Partners participated or acqu misconduct or other circumstances whic action;
  - 21.1.2 persists in pursuing a course of action w Partners seriously injures the image an after being requested by the other Partner



- 21.1.3 becomes insolvent, makes an assign benefit of creditors, is declared bankrupt, in any type of creditors' proceedings;
- 21.1.4 breaches this Agreement in such ma believe at their sole discretion that the expelled from the Partnership.
- 21.2 Any such expulsion shall be effected in writing t by all the Partners other than the Offending F such expulsion. The expulsion shall take effec Period>> after service of the notice.

## 22. OUTGOING PARTNERS

- 22.1 Every Outgoing Partner shall be entitled, to the has not been previously paid to him, and subjed
  - a) repayment of his contributions (if any) to the Partnership;
  - b) payment of any amount standing to the c the Cessation Date; and
  - c) payment of his share of the Profit for tha current at the Cessation Date or for a which has not been credited to his curr Date.
- 22.2 The aggregate of the sums payable to an Outgo above shall be paid in <<amount of instalments the first shall be made <<when first payment Date and the others at <<other intervals>> inte full. The amount outstanding shall carry interes interest>> per cent per annum above the bas from time to time until payment is made in full, together with each <<amount of instalments>> interest>> interes
- 22.3 The sums payable to an Outgoing Partner un subject to the deduction of such provisions as may consider appropriate and reasonable for a on the Partnership in respect of his share of th been accurately assessed, a balancing payme Outgoing Partner in the event of an overpayr Partner shall reimburse the Partnership in the e be an underpayment.
- 22.4 All Partnership records and files shall be deer shall remain with the Partnership. The Outgoin files and records relating to his personal matters
- 22.5 An Outgoing Partner, or his authorised represe examine the books, records and Partnership Ac period of 6 months after his Cessation Date or



Clause, whichever is the later.

- 22.6 All sums payable by the Partnership to an Outg paid to the widow or widower of such Partner. on or before the end of the calendar year i remaining sums payable by the Partnership afte year shall be paid in equally divided portions to of the said Partner surviving at the time of eac however, designate any person or trustee to th his interest upon his death by submitting Managing Partner. This designation shall be k Agreement.
- 22.7 With effect from the Outgoing Partner's releva interest of the Outgoing Partner in the Partner Continuing Partners equally.

## 23. **RESTRICTION ON ACTIVITIES**

- 23.1 Each Partner undertakes with the other P undertaking) with each of them that:
  - 23.1.1 he shall not solicit, or endeavour to soli Partnership Business from any person w period of <<length of time of restriction>: client or customer of the Partnership; or
  - 23.1.2 he shall not induce, or endeavour to in employment of the Partnership or any Partnership;
  - 23.1.3 he shall not as an Outgoing Partner, fro carry on business similar to or in con Business under any name or style that deceptively similar to the name of the Pa or style which the Partnership Business has been used in connection with the Par that date; and
  - 23.1.4 he shall not as an Outgoing Partner, w or company or be in any way engaged i business for a period of <<time limitation and within a radius of <<amount of mile Business from his relevant Cessation Dat covenants that he will not on his own be person, firm or company canvass, solicit from the Partnership any person, firm o during the last two years before his Cessa the Partnership.

## 24. NOTICES

- 24.1 All notices to be given under this Agreement sh be delivered personally or sent by first class or duly served:
  - 24.1.1 in the case of a notice delivered persona



- 24.1.2 in the case of a notice sent inland by fi Days after the date of dispatch; and
- 24.1.3 in the case of an email, if sent during r the time of transmission and if sent outsid on the next following Business Day pr confirmatory copy is sent by first class p end of the next Business Day.
- 24.2 Any notice to a Partner shall be sent to the add in Schedule 1 or to such other address as such pursuant to this Clause.
- 24.3 [Any notice to the Partnership shall be sent to address as the Partnership may have designate

## 25. ENTIRE AGREEMENT

- 24.1 This Agreement constitutes the entire agreen supersedes and extinguishes all previous agree warranties, representations and understandi written or oral, relating to its subject matter.
- 24.2 Each party acknowledges that in entering into t on, and shall have no remedies in respect of, assurance or warranty (whether made innocent out in this Agreement.
- 24.3 Nothing in this Clause shall limit or exclude any
- 24.4 No failure or delay by any party in exercisin Agreement shall be deemed to be a waiver of t party of a breach of any provision of this Agree waiver of any subsequent breach of the same o
- 24.5 If any provision of this Agreement is held by authority to be invalid or unenforceable in wh shall continue to be valid as to its other provis affected provision.

## 26. ARBITRATION AND DISPUTES

- 26.1 Any dispute, controversy, proceedings or claim personal representatives relating to this Ag contractual matters and obligations arising ther or to any matter affecting or relating to the F referred, if not settled amicably, to a person as of Partners as set out below. If no agreement is be referred to an arbitrator nominated by the F the <<nature of association>>.
- 26.2 For the purpose of Clause 26.1 the relevant nur
  - 26.2.1 Where the number of Partners in the Pa the Partners;
  - 26.2.2 Where the number of Partners is four o



three-quarters of the number of Partners number, them whatever number is neare quarters of the number of Partners shall b

#### **APPLICABLE LAW AND JURISDICTION** 27.

This Agreement (including any non-contractual mathematical math therefrom or associated therewith) shall be gov accordance with the laws of England and Wales.

whole three-

arising ed in IN WITNESS, whereof the parties hereto have signed their herein written.

Signed by <<insert name>>

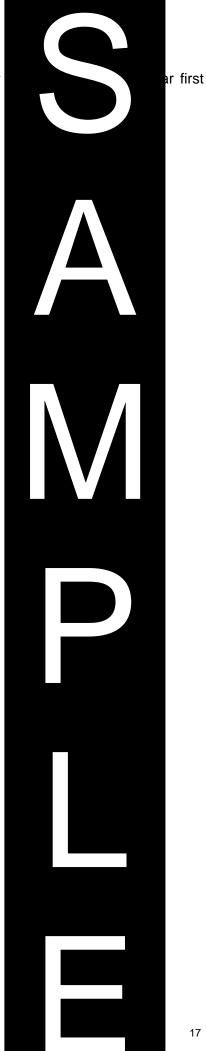
In the presence of: <<witness signature>> <<witness name>> <<Witness address>>

Signed by <<insert name>>

In the presence of: <<witness signature>> <<witness name>> <<Witness address>>

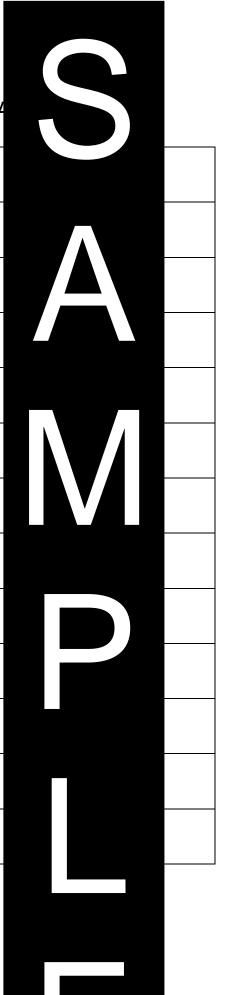
Signed by <<insert name>>

In the presence of: <<witness signature>> <<witness name>> <<Witness address>>



# SCHEDULE 1: Profit Share and Monthly

Names and addresses of	Profit Share
the Partners	
< <name address="" and="">&gt;</name>	< <percentage>&gt;</percentage>
< <name address="" and="">&gt;</name>	< <percentage>&gt;</percentage>
< <name address="" and="">&gt;</name>	< <percentage>&gt;</percentage>
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# **SCHEDULE 2: Initial Capital**

Partners' Name	Initial Capital
	£
< <name>&gt;</name>	< <amount>&gt;</amount>

TOTAL INITIAL CAPITAL: [ $\pounds \bullet$ ]