

DATED _____ **<<Date>>**

(1) <<Name of Partner>>

(2) <<Name of Partner>>

(3) <<Name of Partner>>

PARTNERSHIP AGREEMENT

	confidence by clients, customers, & others;
"Continuing Partners"	means those persons who continue in the Partnership until the Cessation Date;
"Intellectual Property"	means any patent, registered or unregistered trademark or service mark, copyright, registered design right, any application for any of the foregoing or any other form of protection;
"Loss"	for any Partnership Year, means the loss of the Partnership as shown in the Partnership Statement for that Partnership Year;
"Majority of the Partners"	means more than <<percentage>> of the Partners;
"Management Committee"	means the committee of the Partnership established in Clause 15.1 and to which the Partners shall delegate their powers;
"Managing Partner"	means the Partner appointed by the Partners to act from time to time as set out in Clause 15.2;
"Name"	means <<insert name of the Partnership>> or such name as the Partners may decide;
"New Partner"	means any person who at any time after the Partnership Agreement is appointed as a Partner;
"Outgoing Partner"	means a person who, at the relevant time, ceases to be a Partner and includes his personal representative, receiver or trustee in bankruptcy;
"Partner"	means each person named in the Partnership Agreement as a Partner who, in either case, remains a Partner until the time and Partners means all such persons;
"Partnership"	means the partnership carried on by the Partners in accordance with this Agreement for the purpose of the Partnership;
"Partnership Accounts"	means the annual accounts of the Partnership prepared pursuant to Clause 9.3 and shall include a profit and loss account and a balance sheet in respect of the Partnership Period;
"Partnership Bank Account"	means the bank account of the Partnership established in accordance with Clause 10;
"Partnership Business"	means the business referred to in Clause 1;

"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 Year"	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 Partnership in the Business under the Name.
- 2.2 Any change to the Name shall require the Partners to inform all relevant authorities, professional bodies and third parties [Partners and Clients] of the Partnership of such change.
- 2.3 Any person may with his agreement be appointed as a Partner in the Partnership provided:
 - 2.3.1 his appointment is approved by a unanimous vote of the Partners in accordance with Clause [15.4.1]; and
 - 2.3.2 he enters into a written instrument¹, in which the Partners' Committee may specify, under which he shall be bound by the terms of this Agreement.

3. COMMENCEMENT AND DURATION

- 3.1 The Partnership shall commence on the Commencement Date.
- 3.2 Subject to the provisions for retirement, expulsion or death provided in this Agreement, the Partnership shall continue to exist until terminated on the conditions of this Agreement, subject to Clause [15.4.1].
- 3.3 If any Partner ceases to be a Partner by reason of retirement, expulsion or death, the Partnership shall not determine as regards the continuing existence of the Partnership.
- 3.4 The Partnership may be dissolved at the end of the term specified in the Majority of the Partners giving to all other Partners written notice of termination>> written notice of termination.
- 3.5 If the Partnership is dissolved, the affairs of the Partnership shall be dealt with in accordance with the Partnership Act 1890.

4. PLACE OF BUSINESS

The business of the Partnership shall be carried on from the Place of Business.

5. CAPITAL

- 5.1 The initial capital of the Partnership at the Commencement Date shall be the total sum specified in the Schedule 2 to this Agreement. The Partners shall contribute to the Partners in the amounts or shares set opposite to their names in the Schedule 2. Each of the Partners shall forthwith contribute to the Partnership's bank account the sum to be contributed by him.

¹ This will be along the lines of the deed of adherence, document: CO.CD.04.11

- 5.2 If at any time the Partners decide to increase the 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 interest 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 doubt
- 5.5 No Partner whilst in the Partnership shall withdraw with the written consent of all the other Partners

6. PARTNERSHIP PROPERTY

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

7. PROFITS, LOSSES AND SALARIES

- 7.1 Subject to the following provisions of this Clause Profit for each Partnership Year and bear any in the proportions specified opposite their names 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 Partnership Profit or Loss for that Partnership Year shall be Partner for the whole of that Partnership Year, would otherwise have been entitled shall be reduced where the denominator is the number of days in numerator is the number of days in that Year due a Partner.

8. DRAWINGS

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

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8.1.1 the monthly sum stated opposite his name in the Statement of Profit and Loss; or

8.1.2 such sums as are from time to time required for the purposes of:

a) any income tax assessed by reference to the Partnership's profits;

b) his national insurance contributions;

c) such further sums as the Management Committee may from time to time determine.

8.2 As soon as practicable after the last day of the Partnership Year, the Partnership shall be made to the Partners on account of the Partnership Year of such aggregate amount as the Management Committee may determine, having regard to the financial requirements of the Partnership, and each Partner's share in the Partnership as determined by the Management Committee shall be divided in the proportions in which they are entitled to share in the Partnership's profits and their current accounts.

8.3 Following the end of each Partnership Year, each Partner's share of the Partnership's profits shall be credited or (as the case may be) debited to that Partner's current account. If a Partner has a Loss for that Partnership Year, after taking into account any profits which have been credited or debited to that Partner's current account for that Partnership Year, and if, after that has been done, there is a debit balance on that current account, that Partner shall, unless otherwise determined by the Management Committee, pay to the Partnership the amount of that balance within <<time limitation for payment>> from the date on which the Partnership Accounts are circulated.

8.4 Subject to the provisions of Clause 8.3, no Partner shall be permitted to draw on his current account, and each Partner shall, at the request of the Management Committee forthwith pay to the Partnership the amount of any such drawing.

8.5 Without prejudice to Clause 8.4, if there is at any time a debit balance on any Partner's current account, then:

a) except in respect of any part of that debit balance which is attributable to the Partnership's profits, the Partner shall be liable to pay to the Partnership in accordance with Clause 8.3 the amount of that debit balance;

b) unless or until the Management Committee otherwise determines, the interest on the amount of that debit balance shall be payable by the Partner in accordance with the following provisions: <<£ sum>> and <<amount of interest>> shall be payable by the Partner outstanding from time to time until payment in full, at a rate of <<insert percentage>> per cent per annum, or such other rate as the Management Committee may from time to time determine, calculated on the basis of the actual number of days for which the amount is outstanding.

9. AUDITORS, ACCOUNTS AND RECORDS

9.1 The Partnership shall ensure that the Auditors shall be appointed as soon as reasonably practicable after the Commencement of the Partnership's Business.

9.2 Proper books of account shall be kept giving full and true accounts of the Partnership's Business. The books shall be available for inspection by the Partners at all times.

the Partners and the Auditors at any time.

- 9.3 As soon as reasonably practicable after the end of the period, the Partners shall instruct the Auditors to draw up a statement of the Partners' accounts for the period, except that any Partner shall be entitled to require the Auditors to manifest any error discovered in any such account or balance sheet within a period of 30 days of the date when the statement is presented to the Management Committee.
- 9.4 Each such set of Partnership Accounts shall be presented to the Management Committee and shall thereupon become binding on the Partners, except that any Partner shall be entitled to require the Auditors to manifest any error discovered in any such account or balance sheet within a period of 30 days of the date when the statement is presented to the Management Committee.

10. BANK ACCOUNT

- 10.1 The Partnership Bank Account shall be maintained in a bank or such other bank as the Partners shall determine, reasonably practicable after the Commencement of the Partnership.
- 10.2 All Partnership monies not required for current operations shall be paid promptly into the Partnership Bank Account.
- 10.3 All cheques shall be drawn in the name of the Partnership. Instructions issued for the transfer of electronic payments, must be signed by the Partners as agreed by the Management Committee from time to time.

11. INSURANCE

- 11.1 Each Partner shall effect and maintain at his own expense insurance with a reputable insurance company, his being incapacitated by illness or injury from his duties for a period of more than 6 months, in respect of each calendar month thereafter until his retirement or dies, a sum equal to not less than his drawings.
- 11.2 The Partnership shall maintain at the Partnership's expense insurance for such amounts and on such terms as the Partners determine in respect of:
- 11.2.1 loss or damage to any Partnership Property;
 - 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 holidays>> per year. No more than <<maximum continuous holidays>> shall be allowed. Each Partner is to consult the other Partners when the Partner intends to take holidays and shall take the most practical for the Business.

13. SALARIED PARTNERS

[The Partners may from time to time agree with an individual that he shall employ him as a Salaried Partner. The Salaried Partner shall, unless otherwise agreed with the Partners, be entitled to a salary and shall not be obliged to bear any of the losses of the Partnership. The terms of a Salaried Partner shall be contained in a separate contract entered into between the Partners or Managing Partner on behalf of the Partnership. This contract shall include an indemnity from the Partners in respect of any such losses. [The contract shall include a provision that no Salaried Partner shall be admitted as a Partner with effect from a date to the 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 the success of the Partnership and at all times conduct the Partnership in a proper manner in all transactions of any nature and kind;

14.1.2 to devote such time and attention as may be necessary for the proper performance of his duties to the Business;

14.1.3 to comply with all legislation, regulation and other provisions as may govern the conduct of the Business;

14.1.4 to act with the utmost good faith and to disclose to the other Partners any matter which may adversely affect or prejudice the Business;

14.1.5 that no Partner shall disclose Confidential Information of the firm or business unless with the prior written approval of the other Partners;

14.1.6 each Partner shall for the term of this Agreement indemnify the other Partners against all claims, actions, costs and expenses payable or paid by the Partnership for and in connection with the Partnership;

14.1.7 that no New Partners may be added to the Partnership without the express prior written approval of all of the existing Partners;

14.1.8 each Partner shall keep proper records of the Partnership or on behalf of the Partnership;

14.1.9 that each Partner shall duly and punctually discharge his separate and private debts and liabilities and shall not use Partnership Property and the other Partners' funds and effects indemnified against all actions, claims and demands in respect thereof; and

14.1.10 to comply with all directions, instructions and decisions of the Partnership's Business generally and of the Management Committee and any other body or person relevant to the Partnership's Business.

14.2 Each Partner warrants that they shall not without the prior written approval of the other Partners:

14.2.1 carry on or be engaged or interested in any business, profession or activity or take steps to set up or promote any business, profession or activity;

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 m
Partnership other than the Partnership Ba

15. MANAGEMENT AND DECISIONS

15.1 Save as may be specifically provided for in th
decisions shall be made by the Management Co

15.2 The Management Committee shall consist of
<<insert name of partner>> and <<insert
Commencement Date.

15.3 [The Management Committee must act in acco
reference>> established for regulating the
Committee by the Partners.]²

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

² If it is proposed that the Management Committee is subject to terms of reference, these should

- 15.4.9 any amendment of this Agreement; and
- 15.4.10<<insert others that may be relevant to the Partnership>>.
- 15.5 The expulsion of any Partner shall require the approval of the Continuing Partners.
- 15.6 <<name of Managing Partner>> shall be the Managing Partner of the Partnership, for a period of <<length of Management>> years from the date of this Agreement, and thereafter the Partners shall appoint a Managing Partner. Unless otherwise determined by the Management Committee, the Managing Partner shall not receive any additional remuneration or share of profits by way of salary as a Partner. The day-to-day business affairs of the Partnership shall be managed by the Managing Partner whose duties shall include
- 15.6.1 execution of the Partnership's policies;
 - 15.6.2 the recruitment and management of employees;
 - 15.6.3 direction and control of the training and development of employees;
 - 15.6.4 supervision of the Partnership's records and the purchase of office supplies;
 - 15.6.5 supervision of the furnishing and maintenance of the office;
 - 15.6.6 supervision of Partnership expenditure and the management of the Partnership's assets;
 - 15.6.7 arranging Partner and office meetings;
 - 15.6.8 compilation and dissemination to Partners of minutes of decisions made at meetings of the Partners; and
 - 15.6.9 such other duties as the Partners shall determine from time to time.
- 15.7 Meetings of the Partners may be called by a Partner, and, as far as possible, shall be convened upon request to the Managing Partner.
- 15.8 Notice of the meetings of the Partners shall be given in writing in advance of the meeting as circumstances reasonably require, but not less than at least <<number of days>> days before each meeting.
- 15.9 A quorum at such meeting shall be <<number of Partners>> Partners.

16. LIFE ASSURANCE

Each Partner may affect such insurance arrangements as he may deem as may appear to him expedient from time to time.

17. GOODWILL

The goodwill of the Partnership shall be deemed to be the property of the Partners.

an Outgoing Partner to the goodwill, if any, of the Partnership. No amounts shall be allocated or accue to the Continuing Partners and no Outgoing Partner shall have any claim in respect thereof.

18. EXPENSES

18.1 Any Partner who is in [material] breach of this Agreement shall indemnify the other Partners, from and against all liabilities, costs, expenses (including but not limited to any direct, indirect or consequential loss of profit, loss of reputation and all interest, penalties on a full indemnity basis) and all other reasonable expenses) resulting from that breach, without remedy of the other Partners howsoever arising.

18.2 A Partner is entitled to be reimbursed for reasonable expenses incurred provided the same are vouched for by valid receipts of the Partners.

19. VOLUNTARY RETIREMENT

Any Partner may retire from the Partnership by giving not less than <<notice period for retirement>> notice in writing on an Accounts Date. This Clause is subject to a Partnership Agreement for at least <<time period>>.

20. INVOLUNTARY RETIREMENT

A Partner shall be deemed to have retired from the Partnership

20.1 On the expiry of not less than <<notice given to Partner>> months notice in writing expiring on the day referred to him by all the other Partners at a time when the Partner is unable to perform his duties as a Partner and has been unable through illness, injury or other cause to discharge his Partnership duties to the reasonable satisfaction of the other Partners.

20.2 On the service upon him of notice in writing requiring him to retire by all the other Partners at any time after he has become of unsound mind [as determined by expert medical opinion].

21. EXPULSION

21.1 The Partners may at any time expel any Partner (the "Offending Partner"):

21.1.1 has been found guilty of professional misconduct by the other Partners participated or acquiesced in such misconduct or other circumstances which justify such action;

21.1.2 persists in pursuing a course of action which seriously injures the image and interests of the Partnership after being requested by the other Partners to desist.

21.1.3 becomes insolvent, makes an assignment for the benefit of creditors, is declared bankrupt, or is involved in any type of creditors' proceedings;

21.1.4 breaches this Agreement in such manner as the Partners believe at their sole discretion that the Partner should be expelled from the Partnership.

21.2 Any such expulsion shall be effected in writing to the Partner by all the Partners other than the Offending Partner and signed by all the Partners other than the Offending Partner. The expulsion shall take effect on the <<Cessation Date>> after service of the notice.

22. OUTGOING PARTNERS

22.1 Every Outgoing Partner shall be entitled, to the extent that he has not been previously paid to him, and subject to the following provisions to:

- a) repayment of his contributions (if any) to the Partnership;
- b) payment of any amount standing to the credit of the Partner on the Cessation Date; and
- c) payment of his share of the Profit for the current year ending on the Cessation Date or for any previous year in which has not been credited to his current account on the Cessation Date.

22.2 The aggregate of the sums payable to an Outgoing Partner under the provisions above shall be paid in <<amount of instalments>> the first shall be made <<when first payment>> on the Cessation Date and the others at <<other intervals>> until the sum is paid in full. The amount outstanding shall carry interest at the rate of <<interest>> per cent per annum above the base rate from time to time until payment is made in full, <<together with each <<amount of instalments>> >>

22.3 The sums payable to an Outgoing Partner under the provisions above shall be paid subject to the deduction of such provisions as the Partners may consider appropriate and reasonable for and on behalf of the Partnership in respect of his share of the Profit which has been accurately assessed, a balancing payment to the Outgoing Partner in the event of an overpayment. An Outgoing Partner shall reimburse the Partnership in the event of an overpayment to be an underpayment.

22.4 All Partnership records and files shall be deemed to be the property of the Partnership and shall remain with the Partnership. The Outgoing Partner shall deliver to the Partnership all files and records relating to his personal matters.

22.5 An Outgoing Partner, or his authorised representative, shall have the right to examine the books, records and Partnership Accounts for a period of 6 months after his Cessation Date or the date of his death.

Clause, whichever is the later.

22.6 All sums payable by the Partnership to an Outgoing Partner shall be paid to the widow or widower of such Partner. If the Partner dies on or before the end of the calendar year in which the sum is due, all remaining sums payable by the Partnership after the end of that calendar year shall be paid in equally divided portions to the children of the said Partner surviving at the time of each Partner's death. Each Partner may, however, designate any person or trustee to be entitled to the sum or sums of his interest upon his death by submitting a written designation to the Managing Partner. This designation shall be kept on file by the Partnership. Agreement.

22.7 With effect from the Outgoing Partner's relevant Cessation Date, the interest of the Outgoing Partner in the Partnership shall be divided equally among the Continuing Partners equally.

23. RESTRICTION ON ACTIVITIES

23.1 Each Partner undertakes with the other Partners (jointly and severally) the following undertakings (hereinafter referred to as "Restrictions") with each of them that:

23.1.1 he shall not solicit, or endeavour to solicit, or induce any person to join the Partnership Business from any person who has been a client or customer of the Partnership; or

23.1.2 he shall not induce, or endeavour to induce, any person to leave the employment of the Partnership or any other business in which the Partnership is engaged;

23.1.3 he shall not as an Outgoing Partner, from the date of his Cessation Date, carry on business similar to or in connection with the Partnership Business under any name or style that is or is likely to be, or is or is likely to be, deceptively similar to the name of the Partnership or style which the Partnership Business has been used in connection with the Partnership Business on or before that date; and

23.1.4 he shall not as an Outgoing Partner, within a period of <<time limitation>> after his Cessation Date, or company or be in any way engaged in the Partnership Business for a period of <<time limitation>> and within a radius of <<amount of miles>> from his relevant Cessation Date, covenants that he will not on his own behalf or through any person, firm or company canvass, solicit or induce any person, firm or company to join the Partnership during the last two years before his Cessation Date, or to leave the Partnership.

24. NOTICES

24.1 All notices to be given under this Agreement shall be delivered personally or sent by first class or registered post or by any other means duly served:

24.1.1 in the case of a notice delivered personally to the Partner, it shall be deemed to have been delivered if it is delivered to the Partner at his last known address;

24.1.2 in the case of a notice sent inland by first class post, 3 Business Days after the date of dispatch; and

24.1.3 in the case of an email, if sent during normal business hours at the time of transmission and if sent outside normal business hours on the next following Business Day provided that a confirmatory copy is sent by first class post by 10.00am on the end of the next Business Day.

24.2 Any notice to a Partner shall be sent to the address set out in Schedule 1 or to such other address as such Partner may designate pursuant to this Clause.

24.3 [Any notice to the Partnership shall be sent to the address or other address as the Partnership may have designated in Schedule 1 or to such other address as the Partnership may have designated pursuant to this Clause.]

25. ENTIRE AGREEMENT

24.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, understandings, warranties, representations and understandings, whether written or oral, relating to its subject matter.

24.2 Each party acknowledges that in entering into this Agreement, it is not relying on any representation, statement, assurance or warranty (whether made innocently or otherwise) set out in this Agreement.

24.3 Nothing in this Clause shall limit or exclude any other remedy available to a party.

24.4 No failure or delay by any party in exercising a right or remedy under this Agreement shall be deemed to be a waiver of that right or remedy or a party of a breach of any provision of this Agreement or a waiver of any subsequent breach of the same or any other provision of this Agreement.

24.5 If any provision of this Agreement is held by a court of competent authority to be invalid or unenforceable in whole or in part, it shall continue to be valid as to its other provisions and the affected provision.

26. ARBITRATION AND DISPUTES

26.1 Any dispute, controversy, proceedings or claim (whether or not contractual matters and obligations arising therefrom) or to any matter affecting or relating to the Partnership shall be referred, if not settled amicably, to a person as determined by the Partners as set out below. If no agreement is reached, the dispute shall be referred to an arbitrator nominated by the Partners in accordance with the <<nature of association>>.

26.2 For the purpose of Clause 26.1 the relevant number of Partners shall be:

26.2.1 Where the number of Partners in the Partnership is less than 10, all of the Partners;

26.2.2 Where the number of Partners is four or more, the Partners shall elect a minimum of three and a maximum of five Partners to act as arbitrators.

three-quarters of the number of Partners
number, then whatever number is nearer
quarters of the number of Partners shall be

whole
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27. APPLICABLE LAW AND JURISDICTION

This Agreement (including any non-contractual matters arising from or associated therewith) shall be governed by the laws of England and Wales.

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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>>

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SCHEDULE 1: Profit Share and Monthly

Names and addresses of the Partners	Profit Share	
<<Name and Address>>	<<Percentage>>	
<<Name and Address>>	<<Percentage>>	
<<Name and Address>>	<<Percentage>>	
<<Name and Address>>	<<Percentage>>	
<<Name and Address>>	<<Percentage>>	
<<Name and Address>>	<<Percentage>>	
<<Name and Address>>	<<Percentage>>	
<<Name and Address>>	<<Percentage>>	
<<Name and Address>>	<<Percentage>>	
<<Name and Address>>	<<Percentage>>	
<<Name and Address>>	<<Percentage>>	
<<Name and Address>>	<<Percentage>>	

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SCHEDULE 2: Initial Capital

Partners' Name	Initial Capital £
<<Name>>	<<Amount>>
<<Name>>	<<Amount>>
<<Name>>	<<Amount>>
<<Name>>	<<Amount>>
<<Name>>	<<Amount>>
<<Name>>	<<Amount>>
<<Name>>	<<Amount>>
<<Name>>	<<Amount>>
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<<Name>>	<<Amount>>
<<Name>>	<<Amount>>
<<Name>>	<<Amount>>
<<Name>>	<<Amount>>
<<Name>>	<<Amount>>
<<Name>>	<<Amount>>

TOTAL INITIAL CAPITAL: [£•]

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