

AU-CPptn08

Limited partnership agreement

[Enter partner's names, down the page]

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OR for Western Australian users

“Act” means the Limited Partnership Act 2016.

OR for Tasmania users

“Act” means the Partnership Act 1891.

OR for South Australian users

“Act” means the Partnership Act 1891.

OR for Victoria users

“Act” means the Partnership Act 1958.

“Confidential Information” means all information about each Partner and the Partnership Business, including any information which may give a commercially competitive ■ ■ ■

XXXXXXXXXXXX . XXXXXXXXXX

XXXXXXXXXX :

personal information about each Partner, his family ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

information about employees, their performance
and ■■■■■■■■■■■■■■■■■■■■,

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ;

information about the Intellectual Property and all aspects of ■■■■■■■■■■■■■■■■■■■■■■
■ ;

information created or arising from this agreement;

information owned by a third party and in respect
of which the Partnership ■■■■■■■■■■
■■■■■■■■■ - ■■■■.

information, comment or implication published on

"Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, the Know-
 ■■■■ , ■■■■■■■■■■
 ■■■■ , ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■.

"Partner" means a party to this agreement and any other person who is ■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■.

“Partnership Business” means the [REDACTED]
[REDACTED].

2. Interpretation

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- 3.5. [partner 1] “ ”
- 3.6. [partner 2 name] [3] “ ”.
- 3.7. The Limited Partners shall not be liable for the debts and obligations
 ,
- 3.8. No Limited Partner shall take any part /
- 3.9. The Limited Partner may by himself or his agent at any
- 3.10. All the assets used in the Partnership Business are
- 3.11. The business premises of the Partnership are held by the Partners as Partnership property. The cost , , , ,
- 3.12. The Partnership shall terminate [five] (“ ”)

4. Partnership shares

- 4.1. Subject to the limited liability of ,
- [partner 1 name] xx%
- [partner 2 name] yy%
- [partner 3 name] zz%

[This paragraph could provide
.....].

- [illegible]

5. Capital

- [illegible]

6. Management of the Partnership Business

- [illegible]

- 6.6. The General Partner shall [REDACTED].
- 6.7. The General Partner may wind up the Partnership [REDACTED]; [REDACTED], [REDACTED], [REDACTED].
- 6.8. The General Partner shall be entitled to be indemnified out of the [REDACTED].

7. General Partner's undertaking

[illegible]

- [illegible]

8. Restrictions on General Partner

The General Partner shall not without _____
_____ :

- 8.1. engage directly or indirectly in any business, financial or other transaction, or incur any liability, in connection with the Partnership, or
- 8.2. use any of the assets of the Partnership in connection with any business, financial or other transaction, or incur any liability, in connection with the Partnership, or
- 8.3. compromise or otherwise impair the ability of the Partnership to meet its obligations, or
- 8.4. lend money to, or guarantee the obligations of, any person, or
- 8.5. give any guarantee on behalf of the Partnership;
- 8.6. enter into any bond or become bail, surety or security with or for any person, or
- 8.7. enter into partnership with any person, or

9. Undertakings by the Director

The Director ■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■ :

- [illegible]

[illegible]

10. Banking arrangements

[illegible][illegible][illegible]

10.4. All Partnership money shall

11. Records and accounts

11.1. After the profit and loss account and balance sheet have been audited copies shall be sent to _____
_____, _____,

_____.

11.2. The books of account and all
.....
.....

[illegible]

12. Loans to the Partnership

12.1. If a Partner, with the consent of the other Partners, lends a sum of money to the Partnership in excess ■■■■■■■■■■■■■■■■■■■■■■

[illegible][illegible]

13.6. The chairman ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■].

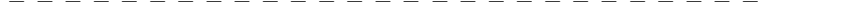
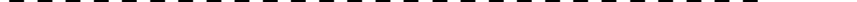
14. Intellectual Property

14.1.

[illegible]

14.2.1

[illegible][illegible][illegible]

14.4. 


15. Confidential Information

[illegible]

17.9. $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$

Signed by [name, other partner 3]:

Signature:

Explanatory notes:

Limited partnership agreement

General notes

- [illegible]

WA:

<https://www.commerce.wa.gov.au/consumer-protection/fees-and-forms-limited-partnerships>

NSW:

<https://www.service.nsw.gov.au/transaction/register-limited-partnership>

QLD:

<https://www.qld.gov.au/law/laws-regulated-industries-and-accountability/queensland-laws-and-regulations/associations-charities-and-non-for-profits/limited-partnerships/limited-partnership-forms-and-fees>

SA:

<https://www.cbs.sa.gov.au/assets/Assoc-co-op/limited-partnership/Application-for-registration-LP01.pdf>

TAS:

<https://ablis.business.gov.au/service/tas/registration-of-a-limited-partnership-or-an-incorporated-limited-partnership/7349>

VIC:

<https://www.consumer.vic.gov.au/licensing-and-registration/limited-partnerships/register-a-limited-partnership>

You should first decide on the contents of the document, then return to check

[illegible]

Leave these items in place unless there is a good reason to edit or remove.
Each of these items has been carefully considered

This important paragraph sets out the basic structure so that it is agreed by all partners. We do not know what is your business, but it is likely that the general partner

We have no comment

[illegible]

6. Management of the Business

The general partner is empowered by these terms.

7. General Partner's undertaking

[illegible]

8. Restrictions on General Partner

[illegible]

9. Undertakings by the Director

Because the general partner is a company, it is not able to act except through a director. It is therefore just as important to the limited partners to

10. Banking arrangements

We have no comment.

11. Records and accounts

We have no comment.

12. Loans to the Partnership

This paragraph is an option. If you anticipate a loan situation arising for any reason, include this paragraph now.

_____, _____ , _____

_____ .

13. Meetings and voting

[illegible]

The partners' meeting is the forum where the ■■■■
■■■■ "■■■■" ■■■■

