Limited partnership agreement

(Limited Partnerships Act 1907)

[Enter partner's names, down the page]

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This agreement is dated: [date]
It is made between:
[partner 1name] Limited, a company incorporated in Ireland [under registered number [number] = = =] = = = = = = = = = = = [= = = =
and
[name of director of partner 1] a director of [partner 1], whose \blacksquare
and
[partner 2] of [address]
and
[partner 3] of [address]
and
[If more partners, they may be listed in the same ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
These are the terms of this agreement:
1 Definitions

"Accounting Date"

means the [insert proposed year end date]
means the Data Protection Act 2018.

"Confidential Information"

means all information about each Partner and the Partnership Business, including any information which may give a commercially competitive
personal data, as defined in the Act, owned by any data subject whom a party to this agreement may contact in
means the Data Protection Act 2018.

	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
	It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course
"Continuing Partners"	means the Partners who continue to be members of the
"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-

"Outgoing Partner"	means a Partner who ceases to be a member of
"Partner"	means a party to this agreement and any other person who is \blacksquare
"Partnership"	means the Partners, in business, as $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
"Partnership Business"	means the business of the Partnership ■ ■ ■ ■ ■
"Succession Date"	means a date on which an Outgoing Partner ceases, or is deemed under this , , , , , , , , , , , , , , , , , ,

2. Interpretation

2.2. A reference to a person includes a human individual, a corporate entity and any organisation

2.3. A reference to a person includes reference to that person's successors,

2.6. The words "without limitation" shall be deemed to follow any use of the words " = = = " = = = " = = = ".

		same ••••••••••••••••••••••••••••••••••••
3.	Part	nership particulars and structure
	3.1.	The Partnership
		[insert]
	3.2.	The principal • • • • • • • • • • • • • • • • • • •
		[insert]
	3.3.	The Partners are
	3.4.	The Partnership is and • • • • • • • • • • • • • • • • • • •
	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

2.7. A reference to an act or regulation includes new law of substantially the

3.12.	The Partnership shall terminate [five] " " " " " " " " "													
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 = = = = = = = = =													
4.2.	If in an accounting period a Partner draws more the													
Сар	ital													
5.1.	The capital of the Partnership	• • • • • • • • • • • • • • • • • • • •												
5.2.	Each of the Partners shall be entitled to interest at	the rate of [5] % ■ ■												

5.

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6.	Management of the Partnership Business												
	6.1.	The General Partner • • • • • • • • • • • • • • • • • • •											
	6.2.	Each of the Partners now irrevocably authorises the Director											
	6.3.	The General Partner shall											
	6.4.	The General Partner has power to act as agent or nominee (whether or not disclosed) of the											
	6.5.	The General Partner shall decide from time											
	6.6.	The General Partner shall sign • • • • • • • • • • • • • • • • • • •											
	6.7.	The General Partner may wind up the Partnership , , , , , , , , , , , , , , , , , ,											
	6.8.	The General Partner shall be entitled to be indemnified out of the											
7.	Gen	eral Partner's undertaking											
	The G	General Partner = = = = = = = = = = = = = = = = = = =											
	7.1.	[devote its whole time and attention to • • • • • • • • • • • • • • • • • •											

	1.2.	[conduct
	7.3.	keep proper books of account;
	7.4.	prepare a profit and loss account and balance
		;
	7.5.	carry on the Partnership Business efficiently;
	7.6.	maintain insurances appropriate • • • • • • • • • • • • • • • • • • •
	7.7.	deal at all times and
	7.8.	deliver to a Partner as promptly as reasonably
8.	Res	strictions on General Partner
	The	General Partner shall not without
	8.1.	engage directly or
	8.2.	use any of the assets of the Partnership
	8.3.	compromise or •••••••••••••••••••••••••••••••••••
	8.4.	lend money = = = = = = = = = = = = = = = = = = =
	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

	8.7.	enter into partnership • • • • • • • • • • • • • • • • • • •
9.	Und	ertakings by the Director
	The D	irector = = = = = = , = = = = = = = = :
	9.1.	he is ;
	9.2.	he has authority to \blacksquare
	9.3.	he has authority to bind • • • • • • • • • • • • • • • • • • •
	9.4.	he will act with ••••••;
	9.5.	he will personally guarantee the obligations \blacksquare
10.	Ban	king arrangements
	10.1.	The General Partners shall open a bank account with such
	10.2.	All cheques shall • • • • • • • • • • • • • • • • • •
	10.3.	The bank shall be instructed to •••••••••••••••••••••••••••••••••••
	10.4.	All Partnership money shall

Rec	ords 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
11.3.	Each Partner shall be entitled to draw out of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Loai	ns 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 • • • • • • • • • • • • • • • • • •
	•••••••
12.2.	The sum loaned shall not be deemed to be \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

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13. Meetings and voting

12.

13.1. The voting strength of each Partner at any meeting of

13.2.		meeting of the Partners, the votes attributable to
13.3.		ral meeting of the Partners
13.4.	Notices	s of meetings of the Partnership shall specify • • • • • • • , •
13.5.		artners shall open the proceedings at each meeting by voting for all be chairman of
OR	••••	
13.6.	The cha	airman • • • • • • • • • • • • • • • [• • • •].
13.7.	by ■ ■	ters considered at a meeting of the Partners or to be determined
	13.7.1	borrowing any sum ■ ■ ■ ■ ■ ■ ■ ■ ■ € [00 , 000];
	13.7.2	increasing the capital of the Partnership Business;
	13.7.3	introducing into the Partnership = = = = = = = = (= = = (= = =);
	13.7.4	increase in or repayment of Partnership capital;
	13.7.5	alterations to ••••;
	13.7.6	assignment mortgage or charge of part • • • • • • • • • • • • • • • • • • •
	13.7.7	any other amendment to this agreement

	13.8.	A Partner may appoint another Partner as his proxy to vote on his behalf
	13.9.	The quorum for a meeting shall be the General Partner together with such other Partners as, together with the General ••••••••••••••••••••••••••••••••••••
	13.10	. Minutes shall be taken of all meetings of Partners and (subject to any
14.	Inte	lectual Property
	14.1.	
	14.2.	
		14.2.1
		14.2.2 ;
		14.2.3

14.3.		= !				•			- 1		-			= !	• 1	• •		•				
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14.4.	-	I			••											.		= !				

15. Confidential Information

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	13.	1.2																									
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15.2.										•				 	•	
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16.1.																
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16.2.							- " -	•••		■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	• • • • '	■ , ' ■	•••	■ ,	• •	•
16.2.										, .		• , • •			•••	•
16.2.															•••	

	16.4.	
	16.5.	
17.	On a	a Partner leaving
		:
	17.1.	;
	17.2.	;
	17.3.	
		17.3.2
		17.3.3
	17.4.	;
	17.5.	

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17.6.						•					
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17.7.											
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17.8.			 				 	 	 		
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17.9.											
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18. Duration and termination

18.1. The Partnership shall terminate on:

	18.1.2								 			
		•••••••••••••••••••••••••••••••••••••									[75	5]
10.2												
10.2.												
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18.3.									 			
10.5.									 			
	18.3.1	any un	paid p	rofits	which	are du	ue to l	him;				
	18.3.2	his sha	are of t	he Pa	rtners	hip ca	pital;					
	18.3.3								 			
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18.4.									 			••
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18.5.			• • • •						 • • •			
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18.1.1 the Termination Date; or

19.

	19.1.			••••	•				••	••	• • •			; -	••
	19.2.				• • • • • ;			•••	••	••	•••	• • •			••
	19.3.	::::					• • •		••	••	• • •		• •		••
20.	Pub	licity <i>i</i>	/ Anno	unce	emen	its									
	20.1.			• • • •			• • •		••	••			• •		••
	OR	••••	••••		• • • •	••	•••		••	••		• • •		-	
	20.2.	No Par	tner shal	l:											
		20.2.1	make a	ny publ	lic ann	ounc	emer	nt; or							
		20.2.2	disclose	e any in	nforma	tion; (or								
		20.2.3	••••						••	••					
		••••			• • • •										
	20.3.		, . . .												••
		• • • •							••	• • • .		• • •			
21.	Dan	nages	not ac	dequa	ate										
				•								-	-	• •	
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22.	Counterparts	
23.	Miscellaneous matters	
	23.1.	
	23.2.	
	23.3.	
	23.4.	
	23.5.	

..,.........

23.6.	
23.7.	
23.8.	
23.9.	
23.10	
	It shall be deemed to have been delivered:
	===;
	• • • [72 • • •] • • • • • ;
	: [24]
23.11	,
23.12	2 ,

23.13.	
23.14.	
Signed by the Partners by way of confirmation:	•••••[••••••1]•••
[signature on behalf of general partner]	■■■:
Signed by [name, other partner 2]:	Signature:
Signed by [name, other partner 3]:	Signature:

Explanatory notes:

Limited partnership agreement

General notes

1.	With this document, you need a form LP1. You should complete this and submit it to Companies Registration Office. This LP1 form can be downloaded from https://www.cro.ie/Publications/Company-Forms
2.	Subject to special rules relating to limited partnerships, a partnership agreement is whatever the partners make of it. You can make your own deal. In particular, this agreement is drawn with a view to just a single limited company as general partner. This is not an essential structure. You can just as easily have any other
	••••••
3.	It is important to include full and detailed provisions, particularly as to termination. Often, it is only when a partner leaves that the value of the agreement is really proved. We therefore advise that you work through a number of different scenarios
4.	The agreement provides written evidence to any third party authority as to your business arrangements. You will have difficulty in persuading the Court or the Revenue that you are really in business under different terms than those set out in your agreement.
5.	If you need a new agreement you can provide one by changing this version, with a new date, and signing it afresh. However, do take professional tax advice before you do so, to make sure there are no unfavourable tax repercussions in the event that
6.	Remember that general partners are personally responsible for the debts of the partnership, and that they are "jointly and severally" responsible. That means that if one partner is unable to pay his share, then so far as any third

7.	Business premises do not have to be partnership property. Frequently one or more of the partners might own business premises in their own name. The property can then be rented to the partnership or the property owner can take money less formally on account
Par	agraph specific notes:
Notes	referenced to numbered paragraphs
1.	Definitions
	If you change a defined word, make sure it applies to every use • • • • • • • • • • • • • • • • • • •
	You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
2.	Interpretation
2.	Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.
3.	Partnership particulars and structure
	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 may wish to include other empowering provisions or that limited partners may wish to include further controls
4.	Partnership shares
	We have no comment
5.	Capital
	Capital - It is normal practice for the partnership capital to be contributed in the same proportions as profits are shared. If different proportions apply, it may be appropriate for interest to be a first charge on the profits. It should be noted that,

6.	Management of the Business
	The general partner is empowered by these terms.
7.	General Partner's undertaking
	This paragraph provides a medium of control over the general
8.	Restrictions on General Partner
	This paragraph contains most important restrictions
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
	Few solicitors include management provisions in a partnership agreement. We find this strange because a partnership is operated most efficiently around a management

	The partners' meeting is the forum where the limited partners can not only "advise" on the												
14.	Intellectual Property												
	Few business managers appreciate just how much IP is owned by the business. There is an enormous variety of IP rights, from domain names to trade												
15.	Confidential Information												
	You will need some provision.												
16.	Confidentiality of personal information												
	Personal information is included and the provisions are strict. The reason is												
	••••••												
17.	On a Partner leaving												
	A limited partner can be paid out of												
	"												
	If there is more than one general partner,												
18.	Duration and termination												
	Termination provisions - tax law treats a continuing partnership differently from dissolution or the start of a new partnership. It is therefore ■ ■ ■ ■ ■												

	,,													
19.	Indemnity for Partnership													
	A basic essential indemnity A basic essential A basic essentia													
20.	Publicity / Announcements													
	You may wish to agree the words of •••••, •••••••.													
21.	Damages not adequate													
	A judge will usually try to award money damages as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■													
22.	Counterparts													
	A provision for multiple counterparts means that partners can sign different copies													
23.	Miscellaneous matters													
	A number of special points. We have identified each of these as important to													
	These are just as valid in 													
	nese are just as valid in a second se													

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End of notes