UK-CPptn06

Limited liability partnership agreement

Dated: [Date]

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This agreement is dated: [date]

It is made between [name]

Of [address] ("name")

And [name]

Of [address] ("name")

And [name]

Of [address] ("name")

And [name]

Of [address] ("name")

[If more, they may be [redacted].]

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings, [redacted]:

"Act"	means Data Protection Act 2018.
"Financial Year"	means the period of [12 months] to which the Partnership [redacted].
"Confidential Information"	means all information about each Partner and the Partnership Business, including any information which may give a commercially competitive [redacted]. [redacted]:
	personal data, as defined in the Act, owned by any data subject whom a party to this agreement may contact in relation to the subject matter of this agreement or [redacted]. [redacted], [redacted];

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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, know-how and all aspects ■ ;

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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

“New IP”	means Intellectual Property written or discovered while ever ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
“Partner”	means a Partner to this agreement and any other person who is ■ .
“Partnership”	means the Partners, in business, as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
“Partnership Business”	means any business operated by the Partnership now ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

2. Interpretation

This agreement shall be interpreted as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

2.1. A reference to one gender shall include any or all genders and a reference to the singular may be interpreted ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

3. Entire agreement

3.1. This agreement contains the entire agreement between the parties and supersedes all ■ ■ ■

[name]

who shall be jointly responsible for the [redacted].

6. Partnership shares

6.1. Each Partner shall contribute capital to [redacted]:

[name]	xx%
[name]	yy%
[name]	zz%

AND/OR

6.2. If the Partnership Business shall make a profit before tax [redacted] £ [000 , 000], [redacted]:

The first £ [000] [redacted]

The next £ [000] [redacted]:

[name]	[provisions / proportions]
[name]	[provisions / proportions]
[name]	[provisions / proportions]

All the excess shall [redacted] [[redacted]], [[redacted]].

7. Partnership capital

7.1. The capital of the Partnership [redacted].

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7.2. Undrawn profit shall not [redacted].

7.3. [Each of the Partners shall be entitled to interest at the rate of [5] % [redacted]].

8. Profits and drawings

8.1. The profits or losses of the Partnership [redacted].

8.2. Each Partner is entitled to [redacted].

8.3. Each Partner shall be entitled to draw out of the Partnership Business each month, on account [redacted], [redacted]. [redacted], [redacted].

8.4. [If a Partner is absent through illness or injury for more [redacted] [[redacted], [redacted]].

8.5. If in a Financial Year a Partner [redacted], [redacted].

9. Partnership property

9.1. All the assets [redacted].

9.2. The business premises of the Partnership are owned by the Partnership. The cost of all [redacted], [redacted], [redacted], [redacted]

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[redacted]
.

10. Loans to the Partnership

10.1. If a Partner, with the consent of the other Partners, lends a sum of money to the Partnership in excess of [redacted], [redacted], [redacted], [redacted] [5] % [redacted].

10.2. The sum loaned shall not be deemed to be [redacted].

10.3. A loan must be repaid, together with [redacted], [redacted] 6 [redacted].

11. Banking arrangements

11.1. The bankers of [redacted] [[redacted]].

11.2. All Partnership money shall [redacted].

11.3. Partnership cheques [redacted].

12. Records and accounts

12.1. As soon as practicable after the end [redacted], [redacted].

12.2. Each of the Partners shall sign the profit and loss account and balance [redacted]. [redacted], [redacted]

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[redacted].

12.3. Each Partner shall be entitled to draw out of [redacted].

13. The Managing Partner

13.1. The Partners shall appoint [redacted] “[redacted]” [redacted].

13.2. The Managing Partner shall [redacted].

13.3. The Managing Partner shall be appointed for [[redacted]] [redacted], [redacted].

13.4. The voting method and management shall be decided [redacted]. [redacted]:

13.4.1 The Managing Partner shall be appointed [redacted]. [redacted].

13.4.2 The Partners [redacted].

13.4.3 If there are more than two candidates, [redacted].

13.4.4 that procedure will continue until there are only two [redacted]. [redacted].

13.5. The principle [redacted]:

[list duties]

13.6. The Managing Partner [redacted].

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13.7. The following arrangements shall apply to the share of profit [redacted].

[set out special [redacted]. [redacted], [redacted]]

14. Meetings and voting

14.1. A general meeting of the Partners shall [redacted] [[redacted]] [redacted].

14.2. The Managing Partner shall prepare a notice of [redacted], [redacted] [[redacted]] [redacted]. [redacted].

14.3. The Partners shall open the proceedings at each meeting by voting for who shall be chairman of [redacted]. [redacted]. [redacted].

14.4. The chairman [redacted] [[redacted]].

OR

14.5. The following matters [redacted]:

14.5.1 changing the [redacted].

14.5.2 winding-up the Partnership.

14.5.3 the sale, merger, [redacted].

14.5.4 increasing the total borrowing of [redacted] £ [00 , 000].

14.5.5 requiring all Partners to introduce more money into the Partnership, [except that if any one [redacted]

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[redacted].

14.5.6 expelling a Partner.

14.5.7 amending this agreement.

14.6. The following matters shall be decided [redacted] [75 %] [redacted] [redacted] :

14.6.1 [*enter such matters as you require*]

14.6.2 [*more matters*]

14.7. The following matters shall be [redacted] [redacted]:

[You cannot possibly list all [redacted] *]*

14.8. A Partner may appoint another Partner as his proxy to vote on his [redacted] [redacted] / [redacted]] [redacted] [[redacted] / [redacted]] [redacted] .

14.9. The quorum for a meeting shall be at least [[redacted]] [redacted] [60] % [redacted] .

14.10. Minutes of all meetings of Partners shall [redacted] . [redacted] .

15. Holidays

In addition to public holidays, each Partner shall be entitled to [[redacted]] [redacted] . [redacted] [[redacted]] [redacted] .

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16. Partnership policies

16.1. The Partnership [redacted] , [redacted] :

16.1.1 health and safety policy

16.1.2 equal opportunities and non-harassment policy

16.1.3 computer use, Internet and communications policy

16.1.4 Partnership vehicles policy

16.1.5 data protection policy

16.2. Insofar as any of these policies imposes an expectation of behaviour on a Partner [redacted] , [redacted] .

16.3. Each Partner accepts the importance for the Partnership in maintaining and enforcing fully [redacted] - [redacted] - [redacted] .

17. Good faith

Each Partner shall at all times:

17.1. devote his whole time and attention to [redacted] ;

17.2. conduct himself [redacted] ; [redacted]

17.3. use his [redacted] .

18. Restrictions on Partners

Except in the normal course of [redacted] , [redacted] :

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18.1. at any time, [redacted];

18.2. offer employment [redacted];

18.3. release any debt due to the Partnership;

18.4. lend money [redacted];

18.5. buy or contract for any goods, services or property on behalf of the Partnership involving a total commitment [redacted] £ [0 , 000]; [redacted] £ [0 , 000] [redacted] £ [0 , 000] [redacted];

18.6. give any guarantee on behalf of the Partnership.

19. Intellectual Property

19.1. The ownership of Intellectual Property existing at the date [redacted].

19.2. Each Partner acknowledges that Intellectual Property [redacted]:

19.2.1 watch out for any infringement of the [redacted].

19.2.2 not use in any capacity [redacted] , [redacted].

19.3. The Partners shall protect their Intellectual [redacted] , [redacted].

20. New IP

20.1. New IP shall belong to the Partnership.

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20.2. Whenever any Partner creates any New [redacted], [redacted]:

20.2.1 provide to the Partnership whatever [redacted], [redacted], [redacted];

20.2.2 [redacted];

20.2.3 [redacted];

20.3. [redacted]. [redacted], [redacted]. [redacted].

20.4. [redacted].

20.5. [redacted], [redacted], [redacted]. [redacted], [redacted].

21. Intellectual Property: Derived Products

21.1. [redacted], [redacted].

21.2. Each Partner now agrees that he will:

21.2.1 [redacted];

21.2.2 [redacted];

21.2.3 [redacted];

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21.2.4 [redacted]

22. Confidential Information

22.1. [redacted]:

22.1.1 [redacted];

22.1.2 [redacted];

22.1.3 [redacted] [redacted. . . .]

22.1.4 [redacted].

22.1.5 [redacted].

22.2. [redacted].

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22.3. [redacted] [5 [redacted]] [redacted].

22.4. [redacted].

22.5. [redacted] ([redacted]) [redacted].

23. Confidentiality of personal information

23.1. [redacted], “[redacted]” [redacted], [redacted], [redacted], [redacted] “[redacted]” [redacted], [redacted].

23.2. [redacted]:

23.2.1 [redacted], [redacted];

23.2.2 [redacted], [redacted], [redacted]-[redacted], [redacted], [redacted].

23.3. [redacted].

23.4. [redacted].

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23.5. [redacted], [redacted] [redacted] [redacted].

24. Partners' work belongs to the Partnership

24.1. [redacted], [redacted] "[redacted]" [redacted] 1976 [redacted], [redacted].

24.2. [redacted].

24.3. [redacted], [redacted].

24.4. [redacted].

24.5. [redacted], [redacted].

25. Expulsion

25.1. [redacted] ([redacted] "[redacted]") [redacted], [redacted]

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[redacted], [redacted]:

25.2. [redacted] [7 [redacted]].

25.3. [redacted].

25.4. [redacted], [redacted]. [redacted].

25.5. [redacted] [48 [redacted]] [redacted], [redacted], [redacted].

25.6. [redacted] [7 [redacted]] [redacted], [redacted].

25.7. [redacted].

25.8. [redacted]:

25.8.1 [redacted], [redacted]; [redacted]

25.8.2 physical violence; or

25.8.3 serious bullying or harassment; or

25.8.4 bringing the Partnership into serious disrepute; or

25.8.5 [redacted]; [redacted]

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25.8.6 [redacted]

25.8.7 serious infringement of health and safety rules; or

25.8.8 [redacted]

25.8.9 [redacted]

25.8.10 [redacted]

25.8.11 being bankrupt; or

25.8.12 [redacted]

25.8.13 [redacted]

25.8.14 [redacted]

25.8.15 [redacted]

26. Termination of the Partnership

26.1. [redacted]

26.2. [redacted]

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26.3. [redacted].

26.4. [redacted]:

26.4.1 his undrawn profit, if any;

26.4.2 his share of the Partnership capital;

26.4.3 his proportionate share of any balance of money.

26.4.4 [redacted], [redacted].

27. After termination

[redacted], [redacted]:

27.1. [redacted];

27.2. [redacted];

27.3. [redacted], [redacted];

27.4. [redacted], [redacted].

28. No competition

28.1. [redacted], "[redacted]" [redacted] [[redacted]] [redacted], [redacted]

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[redacted], [redacted], [redacted].

28.2. [redacted], [redacted] [[redacted]] [redacted], [redacted]. [redacted], [redacted].

28.3. [redacted], [redacted], [redacted]. [redacted], [redacted].

28.4. [redacted], [redacted], [redacted], [redacted], [redacted].

28.5. [redacted].

29. Indemnity for Partnership

29.1. [redacted], [redacted]:

29.1.1 a breach of this agreement by that Partner;

29.1.2 [redacted];

29.1.3 [redacted];

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29.1.4 [redacted].

30. Publicity / Announcements

30.1. [redacted].

OR

30.2. No Partner shall:

30.2.1 make any public announcement; or

30.2.2 disclose any information; or

30.2.3 [redacted];

[redacted].

30.3. [redacted], [redacted].

30.4. [redacted]2, [redacted].

31. Damages not adequate

[redacted], [redacted], [redacted], [

32. Counterparts

[redacted], [redacted], [redacted].

33. Miscellaneous matters

33.1. [redacted].

33.2. [redacted], [redacted].

33.3. [redacted].

33.4. [redacted], [redacted], [redacted].

33.5. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

33.6. [redacted].

33.7. [redacted].

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33.8. [redacted] , [redacted] .

33.9. [redacted] .

33.10. [redacted] - [redacted] .

It shall be deemed to have been delivered:

[redacted] : [redacted] ;

[redacted] : [redacted] [72 [redacted]] [redacted] ;

[redacted] - [redacted] - [redacted] : [redacted] [24 [redacted]] [redacted] - [redacted] . [[redacted] - [redacted] . [redacted] , [redacted]]

33.11. [redacted] , [redacted] .

33.12. [redacted] , [redacted] ([redacted]) [redacted] 1999 / [redacted] ([redacted]) ([redacted]) [redacted] 2017or [redacted] , [redacted] , [redacted] , [redacted] , [redacted] . [redacted] .

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33.13. ■■■

Explanatory notes:

Limited liability partnership agreement

General notes

1. Compared with the Partnership Act1890, a limited liability partnership is a new "animal" created by the Limited Liability Partnerships Act 2000 and subsequent regulations. Designated partners should be made aware of ■ ■ ■

2. Interpretation

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. ■ ■ ■

contributions, sales, work done, hours worked, ■ ■ ■ ■ ■ ■ ■ ■ , ■ , ■ ■ ■ ■ ■ ■ ■ ■ , ■ .

7. Partnership capital

You may decide on some other arrangement here, but this simple proposal is ■ .

8. Profits and drawings

We advise strict rules here. If a partner over-draws he is effectively borrowing money from the others. It may be possible for him to do this without the authority of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted]
.

14. Meetings and voting

Few partnerships set up a procedure for decision making. We believe it is a very important part for the glue that holds a partnership together. Every partner must feel “safe” insofar as his rights are concerned. Management procedures should therefore be fair and [redacted] “ [redacted] ” [redacted] . [redacted] , [redacted] .

15. Holidays

It may seem petty to include this in a written agreement. We do so because this is a common area of conflict. Quite innocent assumptions may be misinterpreted and fluid rules stretched [redacted] “ [redacted] ”. [redacted] .

There is no legal requirement for the [redacted] .

16. Partnership policies

Whatever policies are maintained must be observed by every [redacted] . [redacted] .

17. Good faith

There is a fundamental common law duty of good faith in a partnership situation. That means no partner may prefer his own immediate financial interest to [redacted] . [redacted] , [redacted] , [redacted] .

18. Restrictions on Partners

This is a menu of fundamental structural “rules” to make clear the boundaries of action of any one partner. Edit freely so as [redacted] . [redacted]

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■ ■ ■

[redacted]

24. Partners’ work belongs to the Partnership

In most Western countries, the originator of any “work” has a packet of rights. If he does not [redacted] “ [redacted] ”. [redacted] .

If you are sure that no partner will be [redacted] .

25. Expulsion

Sadly, and despite this agreement, a partner will step out of line. It is very important that the [redacted] .

We have included a long list of "misbehaviour" against the partnership, not dissimilar to [redacted] - [redacted] .

26. Termination of the Partnership

Clear and [redacted] .

27. After termination

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More common sense provisions to protect the partnership.

28. No competition

This provision maintains the value of the partnership assets [redacted].

The agreement includes restrictions on future trading. The courts have always bent over backwards to favour any person who claims he is prevented from earning his living. That applies most usually to employment contracts, but the same view [redacted].

29. Indemnity for Partnership

A basic essential indemnity [redacted].

30. Publicity / Announcements

You may wish to agree the words of [redacted].

31. Damages not adequate

A judge will usually try to award money damages as [redacted].

32. Counterparts

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This paragraph may be required if your partners [redacted] . [redacted] , [redacted] .

33. Miscellaneous matters

A number of special points. We have identified each of these as [redacted] . [redacted] , [redacted] . [redacted] . [redacted] .

These are just as valid in [redacted] , [redacted] .

Rights of Third Parties Act - [redacted] . [redacted] .

Signatures

This agreement requires no witness to a signature.

End of notes

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