# Limited liability partnership agreement: managing partner and investors

Date: [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 **■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■** .]

### It is now agreed as follows:

## 1. Definitions

"Accounting Date" means [date] each year.

"Accounting Period" means the period of 12 months to which the

"Act" means 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

	family <b> :</b>
	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
	***********
'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

personal information about each Partner, his

"Partnership"		means the Limited Liability Partnership of [name]
"Partnership Business"		means any business • • • • • • • • • • • • • • • • • •
"Managing Partner"		means a Partner who
Inte	rpretation	
This a	agreement = = = = =	:
2.1.	A reference to one g	ender shall include any or
2.2.	A reference to a pers	son includes a
2.3.		son = = = = = = = = = = = = = = = = = = =
2.4.	The headings to the	paragraphs and schedules (
2.5.	A reference to the kr	nowledge, information, belief or awareness
2.6.		■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.7.	A reference to an ac	t or = = = = = = = = = = = = = = = = = =

2.

......

	3.1.	This agreement contains the entire
	3.2.	Each Partner acknowledges that, in entering into this agreement, ■ ■ ■
		•••••
4.	Part	nership name and location
	4.1.	The registered name • • • • • • • • • • • • • • • • • • •
	4.2.	The registered place •••••:
		[insert]
	4.3.	The Partnership is a limited liability partnership.
	4.4.	The Managing Partner shall be [name].
	4.5.	The business ••••••• [••••••••
	OR	
	4.6.	The Partnership has been formed • • • • • • • • • • • • • • • • • • •
5.	Des	ignated Partners
		cordance with the requirements • • • • • • • • • • • • • • • • • • •
	[name	e]
	and	
	[name	e]

**Entire agreement** 

3.

	who: ■ ■ ■	shall be jointly responsible for <b></b>
6.	Par	tnership property
	6.1.	All the assets
	6.2.	The business premises of the Partnership are owned by the Partnership. The cost of all ••••, ••••, ••••, ••••
7.	Par	tnership capital
	7.1.	The capital of the Partnership
	7.2.	The Partners shall share
	7.3.	Profit shall be apportioned • • • • • • • • • • • • • • • • • • •
		7.3.1 changes in the capital contributed by a Partner;
		7.3.2 the admission of a new partner;
		7.3.3 the departure of a Partner.
	7.4.	At each Accounting Date, an account shall be
		12
	7.5.	For the avoidance of doubt, the capital account of a
		•••••
	7.6.	A Partner may draw from the Partnership Business, part

# 8. Management and representation

8.1.		artnership will be managed and
		===;
8.2.	The Ma	anaging Partner shall <b>■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ </b>
8.3.		ne operating expenses of the Partnership Business and paid ■ ■
8.4.	The fol	lowing expenses shall remain expenses of the Partnership ■ ■ ■
	••••	
	8.4.1	expenses incurred in • • • • • • • • • • • • • • • • • •
	8.4.2	expenses incurred • • • • • • • • • • • • • • • • • • •
	8.4.3	currency conversion costs;
	8.4.4	currency conversion losses;
	8.4.5	any other • • • • • • • • • • • • • • • • • • •
8.5.		anaging Partner
	8.5.1	keep proper books of account;
	8.5.2	prepare a profit and loss
	8.5.3	carry on the business efficiently;
	8.5.4	maintain insurances appropriate • • • • • • • • • • • • • • • • • • •
	8.5.5	deal at all times and

		8.5.6	keep accurate accounts and records of
		8.5.7	deliver to a Partner as promptly as reasonably • • • • • • • • • • • • • • • • • • •
9.	Man	aging	Partner's powers
	The N	/lanagin	g Partner
	9.1.	the add	dress of the Partnership Business;
	9.2.	admiss	sion of a new partner;
	9.3.	expulsi	ion of a Partner;
	9.4.		es to this agreement, subject to the written consent •••••• ••••••••••••••••••••••••••••••
	9.5.		ire management of the Partnership Business including every on as to
	9.6.	Ŭ	ement of the = = = = = = = = = = = = = , = = = = =
	9.7.		g-up the Partnership when it ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ; ■ ■ ■ ■ ■ ■ ■ ■
10.	Man	aging	Partner's management fees
	10.1.		last day of March, June, September

10.2.	Management fees will be • • • • • • • • • • • • • • • • • •
10.3.	Forthwith at the end of $\blacksquare$
AND	
10.4.	Annually, a performance fee being a sum equal to [amount] % of the total profit for
OR	
10.5.	In this paragraph, "Hurdle Rate" means: the average rate of return which could • • • • • • • • • • • • • • • • • • •
AND	
10.6.	Annually, a performance fee being a sum • • • • • • [25] % • • •
10.7.	If a Partner dies or sells his holding, then the performance fee • • • • • • • • • • • • • • • • •
10.8.	If during any full financial year, the total return allocated to a  ,
Loa	ns to the Partnership
11.1.	If a Partner, with the consent of the other Partners, lends a sum of money to the Partnership in excess • • • • • • • • • • • • • • • • • •

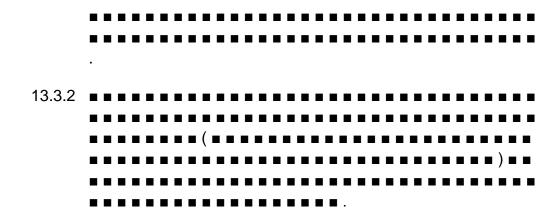
11.

	,
11.2.	The sum loaned shall not be deemed to be
11.3.	A loan must be repaid, together with accrued • • • • , • • • • • • • • • • • • • •
Intel	llectual Property
12.1.	
12.2.	
	12.2.1
	12.2.2
	12.2.3
12.3.	
12.4.	

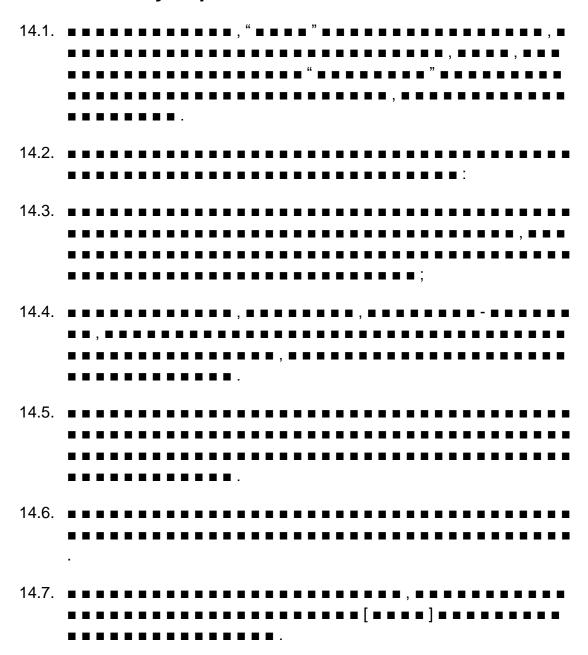
**12.** 

# 13. Confidential Information

13.1.1	
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13.1.1	•••••
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13.1.2	• • • • • • •
<b>,</b>	
13.1.3	
[:]	
13.1.4	•••••
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13.2.	
13.3.	
	5 = = = ] =
13.3.1	



# 14. Confidentiality of personal information



15.	Continuation of Partnership
	:
	15.1.
	15.2.
16.	Termination of the Partnership
	16.1.
	16.2.
	16.3.1 any unpaid profits which are due to him; 16.3.2 his share of the Partnership capital; 16.3.3
	16.4.
17.	After termination

	17.1.		
	17.2.		
	17.3.		
	17.4.		
	17.5.		
18.	Pub	icity / Announcements	
	18.1.		
	OR		
	18.2.	No Partner shall:	
		18.2.1 make any public announcement; or	
		18.2.2 disclose any information; or	
		18.2.3	
	18.3.		••

19.	Damages not adequate
20.	Counterparts
	•••••
21.	Miscellaneous matters
	21.1.
	21.2.
	21.3.
	21.4.
	21.5.

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		••		••		•									• .								
21.6.																		•	- 1				•
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				■ .																			
21.7.								•		-		-		•		-		•	-		-		
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21.8.																							•
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21.9.	•••																						
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24.40																_							_
21.10.																							
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	It sha	ll be	dee	eme	d to	ha	ave	be	en	del	ive	rec	d:										
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21.11.	_ = = =				-	•								•	-			•	•	-	•	•	•

21.12.	, , , , , , , , , , , , , , , , , , ,
21.13.	
Signed by the Partners by way of Signed by [name]:	confirmation Signature:
Signed by [name]:	Signature:
Signed by [name]:	Signature:

............

Signed by [name]: Signature:

# **Explanatory notes:**

Limited liability partnership agreement: managing partner and investors

# Paragraph specific notes:

Numbers referring to the paragraphs in the document

#### 1. Definitions

The purpose of the definitions in this document is largely to restrict broad terms to specific, and usually narrower, meanings. The extent of the definition of confidential information will depend on the business you intend to run.

#### 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.

#### 3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or what

#### 4. Partnership name and location

This information is obvious and may change. But it is a good idea to include it to make clear for all

#### 5. Designated partners

Under the LLPA 2000, there must be at least one person who is personally liable for the

#### 6. Partnership property

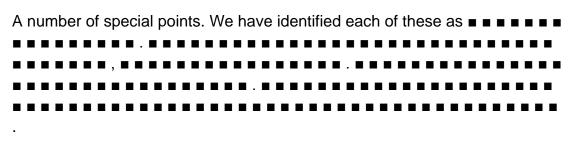
If the partnership has property, it is important to consider tax implications of ownership. However, an owner may charge a rent. An owner will real the advantage of any inflationary value increase.

7.	Partnership Capital
	You may decide on some other arrangement here. In practice, if you are looking for entrants to a new investment scheme, your partners will expect detail • • • • • • • • • • • • • • • • • • •
8.	Management and representation
	We have provided a menu of items which are designed to provide the power the manager needs so as to be able to do
9.	Managing Partner's powers
	The managing partner will need a framework of power. Here is a list of matters which, without this provision, would almost certainly require the permission of
10.	Managing Partner's management fees
	We can suggest no more than a simple outline here.
11.	Loans to the Partnership
	Basic, sensible provisions. Edit if you wish
12.	Intellectual Property
	Few businesses are not heavily reliant on their intellectual property but few business managers appreciate just how much IP is owned by their business. Of course, IP covers
	We have provided far greater protection of the IP rights of the partnership than you might expect. Our argument is that a $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$

13.	Confidential Information								
	We suggest you start first with the definition of confidential information, given in paragraph 1. We have carefully defined confidential information to refer only								
14.	Confidentiality of personal information								
	Personal information is included and the provisions are strict. The reason is that social networks, forums and other Internet outlets encourage public dissemination of information regardless								
15.	Continuation of Partnership								
	The basic law is that when • • • • • • • • • • • • • • • • • • •								
16.	Termination of the Partnership								
	Clear and • • • • • • • • • • • • • • • • • • •								
17.	After termination								
	More common sense								
18.	Publicity / Announcements								
	You may wish to agree the words of $\blacksquare$								
19.	Damages not adequate								
	A judge will usually try to award money damages as								

## 20. Counterparts

#### 21. Miscellaneous matters



# **Signatures**

This agreement requires no witness to a signature.

# **End of notes**