

**DATED**

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**Deed of Variation to Partnership Agreement**

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Between

**(1) <<Name of Partner>>**

**(2) <<Name of Partner>>**

**(3) <<Name of Partner>>**

**THIS DEED** is dated and made on the                      day of

**BETWEEN:**

- (1)     <<Name of Partner 1>> of <<Address>>;
- (2)     <<Name of Partner 2>> of <<Address>>; and
- (3)     <<Name of Partner 3>> of <<Address>>,

each a **Partner** and together the **Partners**.

**NOW IT IS HEREBY AGREED** as follows:

**BACKGROUND**

- A.     On <<Insert Date>> a partnership agreement was entered into between the Partners pursuant to which the Partners agreed to form a business partnership, the "**Partnership**" to <<Insert Description of Business>> under the trading name, <<Insert Name>>, the "**Partnership Agreement**".
- B.     The Partners now wish to vary the terms of the Partnership Agreement on the terms of this Deed and propose to document these changes below.
- C.     All terms not defined below are as defined in the Partnership Agreement.

**1. Variation**

With effect from [**<<the Date of this Deed>> / <<Insert Date>>**]<sup>1</sup>, the Partners agree that the Partnership Agreement shall be amended so that it shall be read and construed so that:

*[Insert details of amendments, such as:]*

- a)     <<Clause [NUMBER] shall be deleted in its entirety>>;
- b)     <<Clause [NUMBER] shall be amended, so that it shall now read as follows, [set out details of amended clause]>>; and
- c)     <<New Clause [NUMBER] shall be added and read as follows, [set out details of new clause]>>.

**2. Continuity**

The provisions of the Partnership Agreement shall, save as amended by this Deed in Clause 1 above, continue in full force and effect and, with effect from [**<<the Date of this Deed>> / <<Insert Date>>**], the Partnership Agreement and this Deed shall be read and construed as one document. A complete copy of the Partnership Agreement as revised is attached as the Schedule to this Deed.

**3. Expenses**

The Partners shall share equally all costs and expenses reasonably incurred by the Partnership in connection with preparing and administering this Agreement.

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<sup>1</sup> The partners may wish the variations to take effect on the date of the deed itself or may wish the deed to be entered into and the variations to take effect at a later date. Choose the most appropriate option and delete the other option.

**4. Governing Law and Jurisdiction**

This Deed shall be governed by the law of England and Wales to the exclusion of all other laws.

enforced in accordance with the law of the country of which the parties hereto submit.

**Signed as a Deed** and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ at the beginning of it.

Executed as a Deed by  
<<Name of Partner>>

in the presence of:

Witness signature .....  
Witness name .....  
Witness address .....

Executed as a Deed by  
<<Name of Partner>>

in the presence of:

Witness signature .....  
Witness name .....  
Witness address .....

Executed as a Deed by  
<<Name of Partner>>

in the presence of:

Witness signature .....  
Witness name .....  
Witness address .....

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**Varied Partnership Agreement**  
Date>>]

the Date of this Deed>>)/[<<Insert

<<Insert clean copy of revised Par

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