

January 2022  
Level 6  
THE PRACTICE OF COMPANY & PARTNERSHIP LAW  
Subject Code L6-16

**THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES**  
**UNIT 16 – THE PRACTICE OF COMPANY & PARTNERSHIP LAW**  
**CASE STUDY MATERIALS**

**Information for Candidates on Using the Case Study Materials**

- This document contains the case study materials for your examination.
- In the examination, you will be presented with a set of questions which will relate to these case study materials. You will be required to answer **all** the questions on the examination paper.
- You should familiarise yourself with these case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss these materials with your tutor/s either face-to-face or electronically.
- It is recommended that you consider the way in which your knowledge and understanding relate to these case study materials.

**Instructions to Candidates Before the Examination**

- A clean/unannotated copy of the case study materials is attached to this examination.
- You are permitted to take your own clean/unannotated copy of the case study materials and a statute book, where permitted, into the examination. You are **NOT** permitted to take any other materials including notes or textbooks.
- In the examination, candidates must comply with the CILEX Examination Regulations – Online Examinations or with the CILEX Examination Regulations – Online Examinations with Remote Invigilation.

***Turn over***

**CASE STUDY MATERIALS**  
**ADVANCE INSTRUCTIONS TO CANDIDATES**

You work in the Corporate Department of Kempstons LLP, Solicitors, The Manor House, Bedford, MK42 7AB.

You arrive at work to find the following memo from your supervising partner awaiting your attention:

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**KEMPSTONS LLP**

**INTERNAL MEMORANDUM**

**To:** Trainee Lawyer

**From:** Joanna Milligan

**Date:** [Today's date]

**Matter:** Floris and Smyth Sparkle Cleaning (trading as Sparkle Cleaning)

I have a meeting with Abigail Floris in a few weeks and would like your assistance with the preparation. Abigail established a cleaning business with Demi Smyth. A few years ago, their partnership arrangements were formalised when Hugo Eaton joined the business.

Our meeting will relate to the provision of advice to Floris and Smyth Sparkle Cleaning (Sparkle Cleaning). I have had a brief conversation with Abigail. The details are sketchy at the moment – see my attendance note [**Document 1**]. Given that this potentially involves private equity, I have attached details of one of our shelf companies [**Document 2**]. Abigail has since provided an update on matters [**Document 3**] and a copy of the current partnership agreement [**Document 4**], but not a copy of the draft business accounts. Please brief yourself on the attached documents and prepare accordingly, so that you may assist.

*Joanna*

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You find the following documents attached to the memo:

**DOCUMENT 1**      Attendance note (File of Floris and Smyth Sparkle Cleaning (trading as Sparkle Cleaning))

**DOCUMENT 2**      Company Search (Kempston Shelf Co 201505 Limited)

**DOCUMENT 3**      Email (File of Floris and Smyth Sparkle Cleaning (trading as Sparkle Cleaning))

**DOCUMENT 4**      Partnership Deed, Floris and Smyth Sparkle Cleaning (trading as Sparkle Cleaning)

ATTENDANCE NOTE

**Date:** [Today's date]

**Reference:** JM.TLE/FSCP 3420

**Fee Earner:** Joanna Milligan (JM)

**Client:** Abigail Floris (AF)

**Matter:** Floris and Smyth Sparkle Cleaning (trading as Sparkle Cleaning)

Telephone call from AF.

AF explained that, since she and Demi Smyth (DS) went into business with Hugo Eaton (HE), they have been expanding their presence. Apparently, HE's background is in marketing, and his remit in the partnership is to refocus the marketing and online aspects of the business. AF and DS focus on client customer development and client relations respectively.

The last 18 months have been tough for the business, given the various measures put in place due to Covid-19. This has caused the business focus to change from small-scale commercial customers to both larger corporate and even domestic cleaning – with the increase in home-working, the business has expanded into providing Covid-safe cleaning services to the commercial and domestic markets. In addition to the existing partners, they have increased their payroll, such that they now have nearly 30 employees (both part-time and full-time).

They have been doing sufficiently well to have generated interest from PNY Investments, a private equity house, who have seen the potential and wish to invest and help expand the business further. AF and DS are keen that they should explore this option. HE is apparently reticent about the manner in which such private equity houses operate, and the relationship with HE has become rather difficult in recent months.

AF did not wish to go into any more detail, as she was expecting a call from her contact at PNY Investments, but asked for a meeting to discuss the potential implications, etc. I agreed that I would make myself available.

AF agreed to forward a copy of the current partnership agreement for Sparkle Cleaning [**Document 4**]. I also asked whether AF had Sparkle Cleaning's latest business accounts; these are being prepared but are not available just yet.

Time in attendance: 15 minutes

**KEMPSTON SHELF Co 201505 LIMITED**

## Company Search

Name of Company		<b>Kempston Shelf Co 201505 Limited</b>		
Company Number		KSCTH90083AF		
Company Type		Private company limited by shares		
Date of Incorporation		11 September 2021		
Previous Names		None		
Registered Office		The Manor House, Bedford, MK42 7AB		
Date of Last Annual Return		N/A		
Accounting Reference Date		31 December		
Accounts		Last filed	Next due for period to	Overdue
		N/A	31 December 2021	N/A
Current Directors and Secretary		Directors		Secretary
		Joanna Milligan Susan Morris		Joanna Milligan
Share Capital		Issued	Class	Amount paid up
		£2	Ordinary £2	£1 per share
Shareholders		Name	Class	No. of shares
		Joanna Milligan Susan Morris	Ordinary £1 Ordinary £1	1 1
Undischarged Mortgages or Charges				
Chargee	Date of charge	Amount Secured	Description of Charge (including assets secured and whether there is a negative pledge)	
N/A				
Memorandum of Association				
Standard, unamended				
Articles of Association				
Model Articles for private companies limited by shares				
Unusual documents			Yes/No	(Include copies)
Appointment of receiver/administrator/winding-up order			NO	

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Authority to allot shares under section 551 CA 2006	NO	
Any other comments	NO	
Report completed by:	JZE	Date: December 2021

*Turn over*

EMAIL

**From:** aFloris@sparklecleaning.co.uk  
**To:** jmilligan@kempstonsllp.com  
**Date:** [Today's date]  
**Subject:** Investment Opportunity

Dear Jo

Thank you for your time this morning.

I spoke to Richard Batch of PNY Investments this afternoon; PNY Investments is interested in investing in us and has offered to invest up to £2.3 million in what he called 'ordinary and preference shares'. This investment offer comes with a number of potential benefits, such as access to a wider customer base and potentially some corporate clients.

This will mean that we will need to incorporate the business. To be honest, I am not sure what all this means and would be grateful if you can help and advise me on how to proceed. We are all due to meet with Richard Batch in a couple of weeks to discuss exactly what PNY Investments is proposing.

I attach a copy of the Partnership Deed, as you requested [**Document 4**] – I do need to discuss Hugo as well when we meet.

The business accounts are not ready yet, and as I know that PNY Investments will want to see figures too, I have asked our accountants to complete these as soon as possible. However, to give you an indication of the last year's financial position, at year end the partnership had a turnover of £3.86 million, and partnership profits after expenses amounted to £325,000.

I'll be in touch once I've spoken to Richard Batch to confirm the meeting.

Kindest regards

Abby

*Abigail Floris*  
*Floris and Smyth Sparkle Cleaning*  
*trading as Sparkle Cleaning*

**DOCUMENT 4**

**PARTNERSHIP DEED**

Date: 21<sup>st</sup> March 2018

Between:

**Abigail Floris**

and

**Demi Smyth**

and

**Hugo Eaton**

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## CASE STUDY MATERIALS

**THIS DEED** is made the 21<sup>st</sup> March 2018

**BETWEEN** the parties whose names and addresses are set out in the first schedule

### WHEREAS:

- (1) Abigail Floris and Demi Smyth have for two years been carrying on in partnership the business of providing cleaning services
- (2) The parties to this Deed now wish to carry on in partnership the business of providing cleaning services previously carried on by Abigail Floris and Demi Smyth
- (3) The said parties wish their partnership to commence on 1st April 2018

**THIS DEED WITNESSES** as follows:

#### 1 Interpretation

1.1 In this Deed and the schedules to it the following terms shall unless the context otherwise requires have (whether with or without the definite article) the following meanings:

The Accountants	Pinkertons or any other firm of chartered accountants approved by the Partners to be appointed as accountants to the Firm
Audited Accounts	the accounts of the Partnership prepared and audited in accordance with clause 17
Commencement Date	1 <sup>st</sup> April 2018
Continuing Partners	those Partners (or where the context admits only one remaining Partner that Partner) who were members of the Partnership immediately prior to the Succession Date and are not the Outgoing Partners
This Deed	this partnership deed as the same may be amended or supplemented from time to time
Financial Year	the period from 1 <sup>st</sup> April to 31 <sup>st</sup> March (inclusive) or such other period as the Partners may agree from time to time
Firm	the Partnership firm
Firm Name	the name mentioned in clause 3.1 or such other name as may be chosen as the Firm Name under that clause from time to time
Outgoing Partner	a Partner who ceases to be a member of the Partnership by her death or as a result of her retirement or expulsion in accordance with any provision of this Deed and including (where the context admits) the personal representatives trustee in bankruptcy or receiver of any such Partner
Partners	the parties to this Deed and such other persons as may be admitted to the Partnership including (where such have been appointed) their respective personal representatives trustees in bankruptcy receivers and administrators
Partnership	the partnership carried on under this Deed
Partnership Bank	Bedford Bank plc or such other bank as the Partners may choose from time to time
Partnership Interest Rate	the base lending rate of the Partnership Bank plus 0.25% or such other rate as the Partners may from time to time agree
Premises	The leasehold property known as Bakers Farm, Willingale, Ongar, Essex CM5 0QG and in addition to or in substitution for such premises such other property as the Partners shall agree

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Profits	the profits of the Firm in any Financial Year as shown in the Audited Accounts
Succession Date	in respect of an Outgoing Partner the date of her death retirement or expulsion (as the case may be)
Tax	income tax capital gains tax value added tax national insurance contributions (whether employer's employee's or self-employed) business rates (where levied in respect of premises) where leviable on the Partners by reference to the Partnership in respect of the Partnership business
Term	the period from the Commencement Date expiring on 31st March 2025

### 1.2 In this Deed:

- 1.2.1 reference to any statutory provision shall include any statutory provision which amends or replaces it and any subordinate legislation made under it
- 1.2.2 the feminine includes the masculine

## 2 Nature of business and duration

2.1 The Partners shall with effect from the Commencement Date carry on in partnership the business of providing cleaning services. The Partnership shall continue for the Term and thereafter unless terminated as provided below. The termination of the Partnership with regard to a Partner shall not terminate the Partnership with regard to the remaining Partners

2.2 The nature of the Partnership business may be changed only by the unanimous vote of the Partners

## 3 Firm Name

3.1 The Firm Name of the Partnership shall be Floris and Smyth Sparkle Cleaning (trading as Sparkle Cleaning) and the Partnership shall be known by and contract in the name of and conduct its business using only the Firm Name from time to time. Each of the Partners acknowledges that all proprietary and other rights in the Firm Name are vested exclusively in the Firm

3.2 The Partners shall comply with the provisions of the Companies Act 2006 and any regulations or orders from time to time made thereunder

3.3 The Firm Name may be changed only by the agreement of all the Partners

## 4 Place of business and partnership property

4.1 The Partnership business shall be carried on at the Premises and such other premises as the Partners shall from time to time agree

4.2 Immediately on the execution of this Deed the Partners shall take up a lease of the Premises for a term of five (5) years from 1<sup>st</sup> April 2018 at a yearly rent of fifty thousand pounds (£50,000). The signed lease shall form part of the Partnership property and the cost of all rent rates repairs insurances and other outgoings and expenses relating to the Premises or to any other property acquired for the purpose of the Partnership business shall be borne by the Partnership

## 5 Partners' duties

Each Partner shall devote such time and attention to the Partnership as is necessary (except when absent as provided in clause 10 or when incapacitated as provided in clause 11)

## 6 Restrictions

Except where otherwise provided below no Partner shall without the consent of all of the others:

6.1 enter into any bond or bail or become guarantor for any person

6.2 use to the detriment or prejudice of the Partnership or except within her authority as a Partner divulge to any person any trade secret or any other confidential information concerning the business investments or affairs of the Partnership or any of its clients which may come to her knowledge while she is a Partner and which shall not have become public knowledge (otherwise than through her default)

## **CASE STUDY MATERIALS**

### **7 Limits of authority**

- 7.1 Except where otherwise provided below no Partner shall without the consent of the others:
- 7.1.1 take any person into executive employment or appoint any person as an agent of the Partnership
  - 7.1.2 terminate the employment of any employee or agent of the Partnership except where in the circumstances instant dismissal is appropriate
  - 7.1.3 lend any of the money of the Partnership to any person or persons or use the name or any other property of the Partnership other than for the purposes of the Partnership business
  - 7.1.4 give any security or promise for the payment of money on account of the Partnership or enter into any guarantee for the indebtedness of the Partnership other than in the ordinary course of business or with the approval of the other Partners
  - 7.1.5 draw accept or indorse any cheque or other bill of exchange or promissory note on account of the Partnership unless authorised in accordance with the then current mandate of the Partnership Bank account
  - 7.1.6 enter into any arrangement as a result of which the Partners may risk the loss of, or be made liable for, any sum or sums in respect of that arrangement in aggregate exceeding £10,000
  - 7.1.7 compromise compound or release any debt due to the Partnership except in the ordinary course of business for any single transaction up to a limit of £2,000
  - 7.1.8 assign mortgage or charge the Profits or Partnership assets or any part of them or her interest in the Partnership or any part of it
- 7.2 Any Partner committing a breach of any of the above provisions of this clause 7 or the provisions of clause 6 shall indemnify and keep the other Partners indemnified from and against all losses damages actions proceedings costs and expenses arising directly or indirectly out of such breach without prejudice to any power of expulsion vested in the Partners by this Deed or otherwise

### **8 Third party assurance**

Should the Partnership Bank or any other person require one or more of the Partners to guarantee the Partnership's indebtedness (present future actual or contingent) or require one or more of the Partners to stand as surety for any such indebtedness the decision to accede to such a request shall require the consent of the Partners

### **9 Insurance**

The Partnership shall effect and maintain in its name all such insurance policies in such amount of cover against claims in the conduct of its business and otherwise as the Partners shall from time to time decide

### **10 Holidays**

In each calendar year each Partner shall be entitled to take annual holidays of up to 5 weeks in addition to public and religious holidays. A Partner may not take more than 2 weeks consecutively. A Partner must have the agreement of the other Partners as to when she takes her holiday. If a Partner does not take her full 5 weeks then that Partner may with the consent of the other Partners carry forward into the next calendar year up to one-half of her entitlement

### **11 Illness**

A Partner who is incapacitated by reason of illness accident or other cause from carrying out her duties under this Deed shall produce such evidence as the other Partners may reasonably require of her incapacity

### **12 Capital**

- 12.1 Each Partner shall on or before 1st April 2018 contribute the cash sums or assets and interests as the case may be set out in the second column of the third schedule below
- 12.2 All Partnership assets including goodwill and the premises in which the Partnership business shall from time to time be carried on shall be Partnership property and shall (unless otherwise agreed) belong to the Partners jointly or shall (if vested in any individual Partner) be held by her in trust for all of the Partners and the other Partners shall indemnify such Partner against all liability which may arise whether directly or indirectly out of such ownership

## **CASE STUDY MATERIALS**

- 12.3 Profits and losses of a capital nature shall be shared by the Partners in the same proportions as their respective capital contributions
- 12.4 Except with the agreement of all the other Partners no Partner may withdraw capital from the Firm
- 13 Profits, losses and liabilities**
- 13.1 The Profits for each Financial Year shall belong to the Partners in such proportions as are set out in the second schedule or as shall otherwise be agreed by all of the Partners from time to time
- 13.2 All losses and all liabilities of an income nature of the Firm shall unless otherwise agreed by all of the Partners be borne by the Partners in the same proportions as those in which they would have been entitled to share in the Profits for the Financial Year during which such losses or liabilities are incurred
- 14 Drawings**
- Each Partner may draw out of the Partnership Bank account on account of her entitlement to her share of the Profits on the first day of each month such monthly sum and such additional drawings as may be agreed in advance by the Partners
- 15 Books of account**
- Proper books of account shall be kept by the Partners showing all receipts and payments on behalf of the Firm and all such other matters transactions and things as are usually written and entered into similar books of account. Such books of account shall not be removed from the Premises. Each Partner shall by herself or by her duly authorised representative have free access to such records and shall be entitled to take copies of them for the period during which she is a Partner and for 2 years after her Succession Date
- 16 Banking**
- All money and securities belonging to the Partnership shall be paid into the Partnership Bank account at or deposited for safe custody with the Partnership Bank. All cheques on the Partnership Bank account shall be drawn in the name of the Partnership
- 17 Annual accounts**
- 17.1 As at the last day of each Financial Year the Partnership shall instruct the Accountants to take an account of the assets and liabilities of the Firm and of all dealings and transactions of the Firm during the Financial Year and of all matters and things usually contained in accounts of a like nature taken by persons engaged in a like business including without limitation due provision for Tax for which the Partnership is liable to account and in taking such account a fair and reasonable valuation shall be made of all items
- 17.2 The balance sheet shall be signed by all of the Partners and the Audited Accounts shall then become binding on each of them except that any Partner may require the rectification of any manifest error discovered in any of the accounts within 6 months of the date when the balance sheet was signed by all of the Partners
- 18 Management**
- 18.1 Except where otherwise provided in this Deed all matters relating to the management and conduct of the affairs of the Partnership and any agreement consent decision or approval required by this Deed to be made or given by the Partners shall be decided by votes taken at a meeting of the Partners. Except as provided in clause 18.2 or 18.3 at all meetings each Partner shall be entitled to one vote and resolutions shall be passed by a simple majority. All meetings of Partners shall be convened on not less than 14 clear days' notice given to each of the Partners wherever she may then be. The necessary quorum for all meetings shall be not less than two-thirds in number of the Partners at that time entitled to attend and vote at the meeting present in person or by proxy (who shall be another Partner appointed by a written instrument signed by the absent Partner and presented to the meeting). It shall not be necessary to give notice of a meeting to any Partner for the time being absent from the United Kingdom

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- 18.2 At a Partners' meeting those matters for which under this Deed the approval consent agreement or decision of all of the Partners is required shall be resolved only by a unanimous vote of all those Partners present or voting by proxy
- 18.3 At a meeting of Partners at which a resolution for the expulsion of any Partner is sought the Partner in question shall be entitled to be advised a reasonable time beforehand of the grounds of her proposed expulsion and to attend the meeting and be heard. No single resolution for expulsion shall relate to more than one Partner. For such a resolution to be effective two thirds of the Partners other than the Partner whose expulsion is sought must vote in favour of the resolution whether attending the meeting or voting by proxy

## **19 Retirement**

- 19.1 Any Partner may on 1st April 2019 or thereafter retire from the Partnership on giving not less than 3 months' previous notice in writing to the other. The date of expiration of such notice shall be her Succession Date. The giving of notice shall be without prejudice to any provision in this Deed entitling the other Partners to terminate the Partnership in respect of her or to expel her during the currency of the notice. For the avoidance of doubt a Partner may serve notice of retirement to expire on 31st March 2019
- 19.2 If a Partner who has given a notice under clause 19.1 dies during the currency of the notice then the notice shall become void
- 19.3 A Partner shall retire at the end of the Financial Year during which she reaches the age of 65 years as if she had given notice under clause 19.1 to that effect
- 19.4 Following service of a notice under clause 19.1 the other Partners may at any time thereafter suspend such Partner from the Partnership upon such terms as they in their absolute discretion may decide and which terms shall be notified in writing to all Partners

## **20 Expulsion**

- 20.1 If any Partner shall:
- 20.1.1 commit a serious breach of any of the provisions in this Deed or of any duties implied by law which in either case has as its object or result the material disadvantage of the Partnership or
  - 20.1.2 fail to account for money received by her in respect of any Partnership transaction or
  - 20.1.3 fail to pay to the Partnership within 30 days of being requested in writing to do so any sum owed by her to the Partnership or
  - 20.1.4 have no reasonable prospect of paying or be unable to pay her debts the amount or aggregate amount of which equals or exceeds the bankruptcy level (within the meaning of the Insolvency Act 1986 Section 267) or enter into a compromise for the benefit of her creditors generally or
  - 20.1.5 be convicted of any criminal offence other than a minor motoring offence or
  - 20.1.6 be subject to an order of the court or the court appointment of a deputy under the Mental Capacity Act 2005 Section 16
- then the other Partners (but only if they are more than one) may convene a Partners' meeting which shall be conducted in accordance with the provisions of clause 18.3 and having so resolved may at any time within 3 months after becoming aware of such breach or other ground by notice in writing given to the Partner concerned expel her from the Partnership and the date of service of such notice shall be her Succession Date
- 20.2 Expulsion under clause 20.1 shall be without prejudice to any claim the other Partners may have against the expelled Partner in respect of any act or omission leading to that Partner's expulsion

## **21 Termination and option to purchase**

- The Continuing Partners shall have an option to purchase the share of the Outgoing Partner in the Partnership such option to be exercised by written notice given to the Outgoing Partner at any time within 3 months prior to or 2 months after the Succession Date subject to the following conditions:
- 21.1 On the Succession Date the Partnership shall be terminated but only as to the Outgoing Partner and it shall continue as between the Continuing Partners
- 21.2 The Outgoing Partner shall be entitled to her share of the Profits for the Financial Year during which the Succession Date occurs apportioned on a daily basis for the period from the commencement of such Financial Year to the Succession Date
- 21.3 The Outgoing Partner is not entitled to any share or interest in the property of the Partnership or

## **CASE STUDY MATERIALS**

- Profits arising after her Succession Date
- 21.4 The Partnership shall instruct the Accountants to prepare as quickly as is reasonably practicable a balance sheet as at the Succession Date and a profit and loss account for the period from the date of the last Audited Accounts (or from the commencement of the Partnership if no Audited Accounts have been adopted) to the Succession Date
- 21.5 An Outgoing Partner's share of the Profits to the Succession Date shall be paid to her not later than 12 months from the Succession Date together with interest from the Succession Date at the Partnership Interest Rate
- 21.6 The Continuing Partners shall within 24 months after the Succession Date pay to the Outgoing Partner a sum equal to the balance then standing to the credit of the Outgoing Partner's capital account together with interest from the Succession Date at the Partnership Interest Rate but excluding any value attached to goodwill as at the Succession Date. The Outgoing Partner shall not be entitled to any further capital payment in connection with her ceasing to be a Partner
- 21.7 The Outgoing Partner shall on or before her Succession Date deliver up to the Continuing Partners lists of client correspondence and all other documents papers and records (in whatever form these may be stored) which may have been prepared by her or have come into her possession while she was a Partner and she shall not retain copies of them. Title and copyright of all such documents shall vest in the Partnership
- 21.8 The Outgoing Partner shall sign execute and do all such documents deeds acts and things as the Continuing Partners may reasonably request for the purpose of enabling the Continuing Partners to recover and get in the book debts and other assets of the Partnership or for the purpose of appointing a new trustee of any of the Partnership property or for the purpose of conveying assigning or transferring to the Continuing Partners any of the Partnership property which immediately prior to the Succession Date is vested in the Outgoing Partner as one of the Partners or in trust for the Partnership
- 21.9 In consideration of the covenants by the other Partners contained in this Deed each of the Outgoing Partner and the Continuing Partners irrevocably appoints each and any of the other Outgoing and Continuing Partners her attorney for the purpose of signing executing and doing all notices documents deeds acts and things at any time required to be signed executed or done by her

## **22 Dissolution**

- 22.1 The Partnership may be dissolved by not less than two thirds of the Partners at any time after the 1st April 2019 giving at least 3 months' notice in writing to the other Partner of their intent and upon the expiry of such notice the dissolution shall take effect. For the avoidance of doubt notice of dissolution may be served to expire on 31st March 2019
- 22.2 Upon the expiry of a notice under clause 22.1 or if the Partnership shall otherwise be dissolved the winding up of the business and undertaking of the Partnership shall be administered in accordance with the Partnership Act 1890 Section 44

## **23 Covenants**

- Each Partner covenants with all the other Partners that:
- 23.1 (except when the Partnership is dissolved) she will not after her Succession Date either for herself or for or jointly or in conjunction with or on behalf of any other person firm or company represent herself as a Partner in or as an employee of or a consultant to the Partnership or that she is in any way connected with or has authority to bind the Partnership
- 23.2 (except when the Partnership is dissolved) she will not after her Succession Date either for herself or for or jointly or in conjunction with or on behalf of any other person firm or company use the Firm Name or any name which may in any way (whether visually audibly or otherwise) be confused with the Firm Name

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**24 Notices**

- 24.1 Any notice given by any of the Partners shall be served by pre-paid recorded delivery post or by facsimile transmission to the address or number of the Partner to be served as set out in this Deed or as may be notified for that purpose from time to time. Any such notice shall be deemed to be effectively served:
  - 24.1.1 in the case of service by pre-paid recorded delivery post 48 hours after it has been placed in the post
  - 24.1.2 in the case of service by facsimile transmission on the next following day
 and in each case notice shall be deemed given both in the jurisdiction of despatch and in that of receipt. A notice given by more than one Partner may be in one or more copies each signed by one or more of them
- 24.2 A notice given under or in connection with this Deed is not valid if sent by e-mail

**IN WITNESS** whereof this Deed has been executed the day and year first above written

**FIRST SCHEDULE**

**The Parties**

<b>Partner's name</b>	<b>Partner's address</b>
Abigail Floris	Ridings, Willingale, Ongar, Essex CM5 0QG
Demi Smyth	Lawrence Moorings, Sheering Mill Lane, Sheering, Essex CM21 9PE
Hugo Eaton	35 West Hayes, Hatfield Heath, Essex CM22 9UY

**SECOND SCHEDULE**

**Division of Profits**

<b>Partner's name</b>	<b>Profit share</b>
Abigail Floris	35 %
Demi Smyth	35 %
Hugo Eaton	30 %

**THIRD SCHEDULE**

**Contribution and Division of Capital**

<b>Partner's name</b>	<b>Capital £</b>
Abigail Floris	350,000 (share of all assets of existing partnership business including all intellectual property rights associated with Sparkle Cleaning)
Demi Smyth	350,000 (share of all assets of existing partnership business including all intellectual property rights associated with Sparkle Cleaning)
Hugo Eaton	300,000 (cash)

**CASE STUDY MATERIALS**

**SIGNED** as a deed by the said  
Abigail Floris

*Abigail Floris*

**In the presence of:**

*Karl Manning, Chartered Legal Executive, 23 Avenue of Remembrance, Colchester, Essex CO1 3RT*

**SIGNED** as a deed by the said  
Demi Smyth

*D. Smyth*

**In the presence of:**

*Karl Manning, Chartered Legal Executive, 23 Avenue of Remembrance, Colchester, Essex CO1 3RT*

**SIGNED** as a deed by the said  
Hugo Eaton

Hugo Eaton

**In the presence of:**

*Karl Manning, Chartered Legal Executive, 23 Avenue of Remembrance, Colchester, Essex CO1 3RT*

**End of Case Study Materials**