Appendix 1 | Partnership Agreement

The Draft Partnership Agreement accessible [**here**](https://lawschool.lawsociety.ie/pluginfile.php/110696/mod_resource/content/1/partnership-agreement.pdf)forms the basis of the agreement between each of the partners, subject to any amendments noted below:

1. In clause 1.1 (“Interpretation”), the following definitions are amended:
   1. ***“Commencement Date”*** *shall mean the 1 July 2021;*
   2. ***“Financial Year”*** *shall mean the period from 1 July to 30 June in the next year (inclusive) or any such period as the Partners may determine by Resolution from time to time; and*
   3. *“****Premises****” shall mean the location from which ELHQ Solicitors ordinarily conducts business and such other additional or alternative place or places as the Partners shall from time to time and for the time being by Resolution determine.*
2. Clause 3.1.1. shall be deleted and substituted as follows:

*“The name of the Partnership shall be ELHQ Solicitors and shall be a partnership for the purposes of the Partnership Act, 1890”*

1. Clause 5.1.8.1 shall be deleted entirely.
2. Clause 6.1 shall be deleted entirely and substituted as follows:

*“Each Partner shall be entitled to 35 Business Days holidays per annum unless otherwise Resolved”.*

1. Clauses 6.4.2, 6.4.2.1, 6.4.2.2 and 6.4.2.3 shall be deleted entirely and substituted as follows:

*6.4.2 If a Partner is absent from devoting full time and attention to the Partnership as a result of ill health or accident for a continuous period of more than 13 weeks or for aggregate periods of more than 13 weeks in any duration of one Financial Year then the share of profits to which that Partner is entitled, with effect from that point shall be, in addition to any interest payable on that Partner’s Capital Account, as follows:*

*6.4.2.1 for the first 13 weeks or until the resumption of normal duties (whichever is the earlier) the Weekly Sum in respect of each of those weeks apportioned on a daily basis;*

*6.4.2.2 and for the succeeding period of 13 weeks, or until the resumption of normal duties (whichever is the earlier), [the Weekly Sum in respect of each of those weeks apportioned on a daily basis;*

*6.4.2.3 and thereafter nil.*

1. Clause 7.2.1 is deleted entirely and substituted as follows:

*“With effect from the Commencement Date each Partner shall be deemed to be allocated the number of Units set out opposite his or her name in Schedule 1.”*

1. Clause 7.3.1 is deleted entirely and substituted as follows:

*“The capital of the Partnership upon the Commencement Date shall be €50,000 (fifty thousand euro) and shall be contributed by the Partners in accordance with their respective Relevant Proportions.”*

1. Clause 7.3.3 is deleted entirely and substituted as follows:

*“No interest shall be payable to a Partner on his or her Capital Account”*

1. Clause 15.1 is deleted entirely and substituted as follows:

*“Any Partner may retire from the Partnership on giving no more than 9 months and not less than 6 months' previous notice in writing to the other Partners and the date of expiration of such notice shall be his Cessation Date but without prejudice to any provision in this Agreement entitling the other Partners to terminate the Partnership in respect of him or to expel him during the currency of the notice or to dissolve the Partnership in accordance with clause 18.”*

1. Clause 15.3 is deleted entirely and substituted as follows:

*“A Partner shall retire at the end of the Financial Year during which he reaches the age of 70 years or such age as the Partners Resolve to be objectively justified (‘Compulsory Retirement Date’) as if he had given notice under Clause 15.1 (Notice of Retirement) to that effect.”*

1. Clause 15.4.1 is deleted entirely and substituted as follows:

*“Without affecting the generality of clause 15.4.2 (Compulsory Retirement on Notice) if an Partner shall not have been able substantially to perform his duties as a Partner by reason of illness, injury or any other cause for 52 consecutive weeks or for an aggregate period of 52 weeks in any period of 104 weeks (excluding any period of absence by reason of pregnancy, maternity leave or parental leave) and shall then be served with a certified copy of a Unanimous Resolution of the other Partners requiring him to retire, then the Partner concerned shall be deemed to have retired from the Partnership at the expiration of two months from the date of such notice.”*

1. Clause 15.4.2 is deleted entirely.
2. Clause 15.4.3.2 is deleted entirely.
3. Clause 16.1.5 shall have all square brackets deleted.
4. Clause 17.2.2 shall be deleted entirely and substituted as follows:

*“Any sums payable pursuant to this clause shall be paid promptly but in any event within 12 months of the end of the Financial Year in which the Outgoing Partner’s Cessation Date falls.”*

1. Clauses 17.4.1 and 17.4.2 shall have all square brackets deleted.
2. Clause 17.5 shall have all square brackets deleted.
3. Clause 17.7.2.2 shall have all square brackets deleted.
4. Clause 19.1 shall have all square brackets deleted.
5. Clause 19.2.4 is deleted entirely and substituted as follows:

*“19.2.4 Each Partner covenants with all the other Partners that (except when the Partnership is dissolved) he will not Directly or Indirectly during the Restricted Period provide services similar to the services provided by the Partnership during the Reference Period,*

*19.2.4.1 to any Person resident in or operating a business from premises within the city of Dublin; or*

*19.2.4.2 from an office located within that area.”*

1. Schedule 1 shall be amended as follows:

|  |  |  |
| --- | --- | --- |
| **Name** | **Address** | **Number of Units** |
| Eddie Hynes |  | 1 |
| Samuel Elliott |  | 1 |
| Conor Quane |  | 1 |
| Kieran Lardner |  | 1 |

1. Schedule 2 shall be deleted entirely and substituted as follows:

*“A Partner who becomes pregnant shall:-*

*1. be entitled to maternity leave in accordance with the terms of this policy;*

*2. the period of maternity leave shall be 12 months.*

*3. The Partner may commence the maternity leave up to two weeks prior to the expected date of giving birth or such earlier date as may be advised by the partner’s doctor.*

*4. The Partner concerned shall give to the other Partners by notice in writing, as soon as is reasonably practical, details of the expected birth date , the date upon which the Partner intends to commence this leave and the date upon which the Partner intends to return from this leave.*

*5. Without affecting any interest payable on the Partner’s Capital Account, the Partner’s share of Profit during a Financial Year in which a period of maternity leave falls shall be adjusted as follows:-*

*5.1. in respect of the first 18 weeks of such leave, there shall be no adjustment;*

*5.2. in respect of the next 18 weeks of such leave, the Partner’s Profit Share shall be shall be reduced to the Weekly Sum in respect of those weeks apportioned on a daily basis.*

*6. The various periods mentioned in this policy may be varied (including by way of increase or decrease) by Special Resolution from time to time. However, no such variation shall prejudice the entitlement of a Partner who has already given notice to the other partners pursuant to the provisions of this policy”*