

Partnership agreement

This agreement is dated 7 October 2026 and is between the people listed in Schedule 1 (the “Partners”).

1 The partnership

1.1 Business description and firm name

The Partners carry on business in partnership as landscape architects and garden designers (“the Business”) under the name Larkspur Design (“the Firm”).

1.2 Start date

The partnership starts on 1 November 2026 and continues until it is dissolved under this agreement.

1.3 Main place of business

The Firm’s main place of business is 14 Gillygate, York YO31 7EQ.

1.4 Relationship with Partnership Act 1890

This agreement replaces the default rules of the Partnership Act 1890 where they are different. Where it says nothing, the Act applies.

2 Capital

2.1 Capital contributions

Each Partner has contributed, or will contribute by 30 November 2026, the capital shown in Schedule 1.

2.2 Interest on capital

Capital belongs to the Partners in the proportions they contributed it, not equally. No interest is paid on capital.

2.3 Withdrawal of capital

No Partner may withdraw capital without the agreement of all the Partners.

2.4 Firm property and goodwill

Property bought with Firm money, and the Business’s goodwill, belongs to the Firm.

3 Profits, losses and drawings

3.1 Profit and loss sharing

Profits and losses are shared in the proportions set out in Schedule 1.

3.2 Partnership salary

Before profits are shared, Sean Patrick O'Neill is paid a partnership salary of £12,000 a year.

3.3 Drawings

Each Partner may draw up to £3,500 a month on account of their share of profits. Any drawings over a Partner's final share for the year must be repaid within 60 days of the accounts being agreed.

4 Bank and accounts

4.1 Bank account

The Firm will keep a bank account with Tees Valley Bank. All Firm money is paid into it. Payments over £5,000 need the signature or approval of two Partners.

4.2 Accounts

The Firm will keep proper accounts. Accounts will be drawn up to 31 March each year by Calder & Moss Accountants and, once signed by all the Partners, are binding on them unless there is a clear error found within 3 months.

4.3 Tax and National Insurance

Each Partner is responsible for their own income tax and National Insurance on their share of profits, and will keep a reserve for it.

5 Running the Business

5.1 Partners' duties and outside business

Each Partner will work in the Business full time, act in good faith towards the others, and not carry on any other business without the other Partners' written agreement.

5.2 Day-to-day decisions

Day-to-day decisions are made by a majority of the Partners. Each Partner has one vote.

5.3 Unanimous decisions

These decisions need the agreement of all the Partners:

- changing the nature of the Business or the Firm name;
- admitting a new Partner;
- borrowing, or giving any guarantee, over £20,000;
- buying or selling any asset worth over £10,000;
- entering into any contract lasting more than 12 months or worth more than £50,000;
- employing or dismissing staff;
- changing this agreement.

5.4 Holiday

Each Partner may take 6 weeks' holiday a year, at times agreed with the others.

6 Leaving the partnership

6.1 Retirement

Retirement. A Partner may retire by giving at least six months' written notice to the others.

6.2 Expulsion

Expulsion. The other Partners may, by unanimous written notice, expel a Partner who:

- seriously or persistently breaches this agreement;
- is made bankrupt or makes an arrangement with their creditors;
- is convicted of a dishonesty offence; or
- is unable to work in the Business for more than 6 months in a row.

6.3 Continuation of partnership

The partnership continues. The death, bankruptcy, retirement or expulsion of a Partner does not dissolve the partnership as between the remaining Partners, who will continue the Business.

6.4 Paying out the outgoing partner

Paying out. The continuing Partners will buy the outgoing Partner's share at its value at the leaving date, being their capital, their undrawn profits, and a share of goodwill valued by an independent accountant, less anything they owe the Firm. It is paid in 4 equal quarterly instalments, with interest at 4% a year.

6.5 Indemnity and notification

The continuing Partners will indemnify the outgoing Partner against the Firm's debts arising after the leaving date. The Firm will tell its clients and suppliers that the outgoing Partner has left and, if the outgoing Partner asks, publish a notice of it in the London Gazette. Until people who dealt with the Firm have notice, they may treat the outgoing Partner as still a partner.

6.6 Post-departure restrictions

For 12 months after leaving, an outgoing Partner will not deal with any client of the Firm they dealt with in the last 12 months.

7 Ending the partnership

7.1 No dissolution by notice

The partnership is not a partnership at will, and no Partner may dissolve it by notice alone.

7.2 Dissolution and winding up

It is dissolved if all the Partners agree in writing. The Partners will then wind up the Business, pay its debts, repay capital, and share any surplus or shortfall in their profit shares.

8 Disputes

8.1 Mediation

The Partners will try to settle any dispute by discussion. If they cannot within 30 days, any of them may refer it to mediation by a mediator they agree or, failing agreement, one nominated by the Centre for Effective Dispute Resolution.

8.2 Litigation

If mediation fails, the dispute may be referred to the courts.

9 General

9.1 Amendments

Any change to this agreement must be in writing and signed by all the Partners.

9.2 Governing law and jurisdiction

This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Schedule 1: the Partners

Partner	Address	Capital (£)	Profit and loss share
Joanna Ruth Pike	3 Lowther Street, York YO31 7LX	£40,000	40%
Ravi Mehta	22 Heworth Green, York YO31 7SX	£35,000	35%
Sean Patrick O'Neill	8 Bishopthorpe Road, York YO23 1JJ	£25,000	25%
Total		£100,000	100%

Signatures

Signed by Joanna Ruth Pike: _____ Date:

Signed by Ravi Mehta: _____ Date:

Signed by Sean Patrick O'Neill: _____ Date: