

# Partnership Deed

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Between Two Companies

| Between:  
PARTIES

AND

AND

AND

Date:

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## Introduction

- A. The Partners in Schedule 1 have agreed to form a partnership for the purpose of carrying on the business of the partnership described in Schedule 1 and now wish to set out the terms of their agreement in this deed.
- B. The Guarantors have agreed to give the guarantees and indemnities set out in this Deed.

## Operative Part

### 1 Interpretation

In this Deed, unless otherwise indicated by the context:

- (a) *Accounting Standards* means the accounting standards made pursuant to the *Corporations Act 2001* (Cth);
- (b) *the Annual Accounts* means the accounting reports required to be prepared in accordance with clause **Error! Reference source not found..**
- (c) *Business* means the business of the partnership described in the Schedule and carried on by the Partners pursuant to this Deed and known by the name of the partnership described in the Schedule or such other name as agreed between the Partners.
- (d) *Capital Account* means the account kept by the Partnership showing the amount, adjusted from time to time, subscribed by a Partner by way of capital pursuant to clause **Error! Reference source not found..**
- (e) *Current Account* means the amount, adjusted from time to time, by which a Partner's entitlement to a share of the profits of the Partnership varies from its drawings.
- (f) *Guarantors* means the persons identified as guarantors in the Schedule.
- (g) *Partner* means each and any one of the entities described as
- (h) "*Partner*" in Schedule 1 to this deed together with each other person who is hereinafter admitted as a member of the Partnership and *Partners* means both or all of them.
- (i) *the Partnership* means the partnership constituted between the Partners pursuant to the provisions of this Deed.
- (j) *the Partnership Bank Account* means the bank account kept by the Partnership.
- (k) The word *person* means a natural person, a company, a firm or any other legal entity whether acting as a trustee or not.
- (l) *Year of the Partnership* means each period commencing 1 July and ending on 30 June during the continuance of the Partnership **PROVIDED THAT** at the commencement or termination of the Partnership means, as appropriate, that period commencing with the date of commencement of the Partnership referred to in clause 2 and ending on the 30th day of June thereafter or commencing on the 1st day of July immediately preceding the date of termination of the Partnership referred to in clause 16 and ending on such date of termination.

- (m) The singular includes the plural and vice versa.
- (n) A reference to one gender includes a reference to all other genders.
- (o) Headings to clauses are included for the sake of convenience only and shall not affect the interpretation of the clauses to which they relate.
- (p) References to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate