

LIMITED LIABILITY PARTNERSHIP ORDER FORM

Our aim is to make the ordering and purchasing of your company as simple as possible. Follow the step by step guide on pages 2 and 3 and you are sure to receive your company in the fastest possible time.

Please make sure that the enclosed form LLIN01 is fully and accurately completed, and signed where necessary. Failure to complete these forms correctly could delay the formation of your company.

THE KESTRIAN SERVICE

**WHEN YOU PURCHASE A COMPANY FROM KESTRIAN,
YOU WILL RECEIVE A PRODUCT OF THE HIGHEST QUALITY.**

When you purchase a Limited Liability Partnership from Kestrian, you will receive the following:

- Certificate of Incorporation
- Draft Members' Agreement and Guidance Notes
- Copy of Draft Members' Agreement on Disk
- Register of Members, Mortgages and Charges and Minute Book
- Copy of Incorporation Document
- Guidance Notes for First Meeting of Members
- Explanatory Booklets from Companies House
- Statutory Form LLP 225

Completion of Statutory Form LLIN01

The form should be completed throughout in typescript or in bold black capitals.

Part 1

A1 Full Name of Limited Liability Partnership

Insert the full name of the LLP. The name must end with the words "Limited Liability Partnership" or "LLP". Please indicate your preference in the relevant box.

If you wish us to see if your required name is available, please contact us by telephone and we will carry out a name search, free of charge, whilst you wait.

A2 LLP name restrictions

Please leave this field blank. Kestrian will complete this field if appropriate to your LLP

A3 Situation of Registered Office

Insert either "England and Wales", "Wales" or "Scotland"

A4 Registered office address

Ensure that you give the full address of the registered office of the LLP, including the postcode

A5 Members' designation

At least two of the members must be appointed as "designated members". The designated members are responsible for:

- Appointing an auditor (if one is needed).
- Signing the accounts on behalf of the members.
- Filing the accounts at Companies House.
- Notifying Companies House of any changes in the membership or of the registered office address or of the name of the LLP.
- Preparing, signing and filing the annual return.
- Acting on behalf of the LLP if it is wound up and dissolved.

The first members are those named on the form LLIN01, together with notification as to which of these members are to be designated members.

In there is no notification as to which member is a designated member then all members will be designated members.

If you wish all the members to be designated members, please tick the 'Yes' box. If not all of the members are to be designated members, tick the 'No' box.

Part 2

Please note the separate sections for the appointment of individual members or corporate members

B1 Member who is an Individual

Complete the boxes for each of the members of the LLP. If you have more than 2 members and require further pages please complete the relevant sections and print off as many as required. Ensure that each designated member (see above A5 Members designation) ticks the consenting to act as a designated member box if relevant

B2 Member's service address

Every member must provide Companies House with both their residential, and for each membership they hold, a service address. The service address will be on the public record and will be public information but the residential address will be protected information. A member can choose any address as the service address including the registered office address of the LLP.

The address must be where documents can be delivered and an acknowledgement or receipt can be provided if required. The address cannot be a PO box or DX number. If the member chooses to use his residential address as the service address the fact that the two addresses are the same would not be apparent from the public record. The residential address will only be available to prescribed regulatory authorities such as the police or HMRC, and it may also be available to Credit Reference Agencies.

B3 Signature

Each member must sign the declaration.

Part 3

C1 Member who is a corporate body

Complete the boxes for each of the corporate members of the LLP. If you have more than 2 corporate members and require further pages please complete the relevant sections and print off as many as required.

Ensure that each corporate member (see above A5 Members designation) ticks the consenting to act as a designated member box if relevant.

C2 Location of registry of the corporate body

Once you have answered 'Yes' or 'No' as relevant proceed to C3 or C4

C5

Each corporate member must sign the declaration

Signature

The form should be signed by either one of the minimum 2 members listed on the form to certify that they are a member named of this LLP and that two or more persons named on the form are associated for carrying on lawful business with a view to profit

The Members' Agreement

This is an extremely important document which forms the basis for the running of the business. It is in many respects like a partnership agreement and is a private document which is not filed at Companies House.

In the absence of a Members' Agreement the Act contains a number of regulations which will bind the members. This is similar to the clauses in the 1890 Partnership Act which apply in the absence of a partnership agreement.

The main points included in the Members' Agreement are:

- Profit sharing
- Capital
- Drawings
- Introduction of new members
- Expulsion and retirement of members
- Meetings and voting
- Accounts and audit.

As part of Kestrian's Limited Liability Partnership service we supply you with a standard draft Members' Agreement, both in hard copy format and on disk in Windows format. This enables you to amend the draft to suit the individual requirements of the members. Alternatively, and for an additional charge, Kestrian are able to amend the draft agreement following specific instructions from the members.

LIMITED LIABILITY PARTNERSHIP INSTRUCTION SHEET

COMPANY NAME

LIMITED LIABILITY PARTNERSHIP ORDER FORM & PRICING STRUCTURE

Supply of Limited Liability Partnership	£220.00	
Postage and packing - 24 hour delivery including trace and track <i>(deselect if collecting by hand)</i>	£8.00	
TOTAL PRICE (inclusive of VAT)	£	

We hereby confirm our order for the supply of a Limited Liability Partnership.
We have read and agree to be bound by your Terms and Conditions of Business set out on page 5.



NAME (INDIVIDUAL OR BUSINESS)			
INVOICE ADDRESS			DESPATCH ADDRESS (If different from invoice address)
POSTCODE			POSTCODE
TEL NO	REF	CONTACT NAME	DATE

Tell us how you will be paying



WE ARE ONLY ABLE TO ACCEPT CHEQUES FROM OR OFFER CREDIT TERMS TO PRACTISING FIRMS OF ACCOUNTANTS OR SOLICITORS

- ACCOUNT** - An invoice will be raised for existing account holders.
- CHEQUE** - Only available to practising firms of accountants or solicitors.
Please make cheques payable to KESTRIAN COMPANY SERVICES.
- CASH** - Do not send cash through the post.
- POSTAL ORDER, BANKERS DRAFT OR BUILDING SOCIETY DRAFT**
- These methods ensure that your company can be despatched as soon as it is available.
Make all payments to KESTRIAN COMPANY SERVICES.
- MASTERCARD, VISA, or OTHER** (We do not accept American Express)
- Payment using Mastercard, Visa or other ensures that your company is dispatched as soon as it is available.
Please complete the boxes below.

I wish to pay by Mastercard  Visa  Other

Card number

Security Code This is the last 3 digits of the number printed on the signature strip on the back of the card

Name on card

Expiry date Issue Number (where applicable)

Address of cardholder

Postcode

Signature

KESTRIAN USE ONLY	PAYMENT £	PAY METHOD	RECEIVE DATE
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TERMS AND CONDITIONS OF BUSINESS

INTERPRETATION

In these Terms and Conditions of Business, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof:

WORD	MEANING
Kestrian	Prima Company Services Limited.
The Client	The person, business, firm, partnership or corporate body issuing instructions to Kestrian
Goods	Any goods, services, supplies, publications, documents, advice or information supplied by, or work carried out or undertaken by Kestrian as part of its normal business activities.

GENERAL

These Terms and Conditions of Business shall be deemed to be an integral part of any contract entered into between Kestrian and the Client insofar as such Terms and Conditions of Business are not expressly varied in writing, such variation being agreed in writing by both Kestrian and the Client.

CLIENTS LIABILITY

The Client shall be liable in the capacity of principal for the costs of all goods supplied by Kestrian, and costs shall include all that expenditure incurred in the normal course of business in bringing the Goods to their location and condition.

The client shall be liable for the aforementioned costs notwithstanding that he purports to contract as an agent.

PLACE OF SALE

- (a) The place of sale of Goods supplied by Kestrian to the Client shall be the offices of Kestrian, and the Client shall be liable for all expenditure incurred in delivering the Goods to the Client.
- (b) The risk of loss or damage to Goods shall be that of the Client who shall bear such risk from the time that the Goods are dispatched or otherwise leave the office of Kestrian.
- (c) All Goods supplied by Kestrian to the Client shall, on receipt by the Client, be immediately inspected by him. Any fault, deficiency or damage in or to the Goods must be reported in writing to Kestrian by the Client within 7 working days from the date of inspection. Failure to report any fault, deficiency or damage within the aforementioned time period shall result in the Goods being treated in all respects as in accordance with the original instructions given by the Client.

ACCURACY OF INFORMATION

Information and advice contained in Goods supplied by Kestrian to the Client shall be reasonably accurate, and Kestrian shall use its best endeavours to ensure the accuracy of such information and advice, having regard to the Client's instructions and the source material from which the information and advice relating to the Goods was obtained.

DELIVERY OF GOODS

Kestrian shall use its best endeavours to supply Goods to the Client within the time periods stipulated by the Client, but shall not be responsible for the failure to meet delivery dates or time limits due to circumstances beyond the reasonable control of Kestrian.

PAYMENT OF GOODS

- (a) The Client shall pay any invoice in full which is submitted by Kestrian to the Client, such payment being made by the Client within 30 days from the date of the said invoice.
- (b) Should the Client fail to make payment in full of any invoice within the time period set out above, Kestrian reserve the right to charge interest on the outstanding amount due on the said invoice at a rate of 5 per cent per annum above the prevailing Barclays Bank Plc base lending rate.
- (c) Should it be necessary for Kestrian to instruct third parties to collect payment of any invoice not paid within the time period set out above, the Client shall be liable for all reasonable expenditure incurred, or charges rendered to Kestrian by such third parties including all necessary and reasonable disbursements incurred to effect the collection of the outstanding amounts due.

CHARGES

The prices charged by Kestrian shall be in accordance with the prevailing scale of charges levied by Kestrian at the time any work was carried out relating to the Goods supplied to the Client, and such charges shall include all costs and disbursements necessarily incurred by Kestrian.

LLP NAMES

Kestrian accept no liability with regard to company names selected by the Client or by Kestrian on behalf of the Client. The Client is solely responsible for ensuring that the company name selected by him does not infringe any copyright, trade mark, service mark or patent, or give rise to any objection to the use of the said name by another party or by the Secretary of State for Business, Innovation & Skills.

PREVAILING LAW

Any contract entered into between Kestrian and the Client, together with these Terms and Conditions of Business shall be governed by the laws of England.