STATUTORY INSTRUMENTS

2009 No. 1804

The Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009

PART 2

FORMALITIES OF DOING BUSINESS

Formalities of doing business under the law of England and Wales or Northern Ireland

4. Sections 43 to 47 apply to LLPs, modified so that they read as follows—

"**LLP contracts**

43.—(1) Under the law of England and Wales or Northern Ireland a contract may be made—

(a) by an LLP, by writing under its common seal, or

(b) on behalf of an LLP, by a person acting under its authority, express or implied.

(2) This is without prejudice to section 6 of the Limited Liability Partnerships Act 2000 (c. 12) (members as agents).

(3) Any formalities required by law in the case of a contract made by an individual also apply, unless a contrary intention appears, to a contract made by or on behalf of an LLP.

Execution of documents

44.—(1) Under the law of England and Wales or Northern Ireland a document is executed by an LLP—

(a) by the affixing of its common seal, or

(b) by signature in accordance with the following provisions.

(2) A document is validly executed by an LLP if it is signed on behalf of the LLP—

(a) by two members, or

(b) by a member of the LLP in the presence of a witness who attests the signature.

(3) A document signed in accordance with subsection (2) and expressed, in whatever words, to be executed by the LLP has the same effect as if executed under the common seal of the LLP.

(4) In favour of a purchaser a document is deemed to have been duly executed by an LLP if it purports to be signed in accordance with subsection (2).

A "purchaser" means a purchaser in good faith for valuable consideration and includes a lessee, mortgagee or other person who for valuable consideration acquires an interest in property.

(5) Where a document is to be signed by a person on behalf of more than one LLP, or on behalf of an LLP and a company, it is not duly signed by that person for the purposes of this section unless he signs it separately in each capacity.

(6) References in this section to a document being (or purporting to be) signed by a member are to be read, in a case where that member is a firm, as references to its being (or purporting to be) signed by an individual authorised by the firm to sign on its behalf.

(7) This section applies to a document that is (or purports to be) executed by an LLP in the name of or on behalf of another person whether or not that person is also an LLP.

Common seal

45.—(1) An LLP may have a common seal, but need not have one.

(2) An LLP which has a common seal shall have its name engraved in legible characters on the seal.

(3) If an LLP fails to comply with subsection (2) an offence is committed by—

(a) the LLP, and

(b) every member of the LLP who is in default.

(4) A member of an LLP, or a person acting on behalf of an LLP, commits an offence if he uses, or authorises the use of, a seal purporting to be a seal of the LLP on which its name is not engraved as required by subsection (2).

(5) A person guilty of an offence under this section is liable on summary conviction to a fine not exceeding level 3 on the standard scale.

(6) This section does not form part of the law of Scotland.

Execution of deeds

46.—(1) A document is validly executed by an LLP as a deed for the purposes of section 1(2)(b) of the Law of Property (Miscellaneous Provisions) Act 1989 (c. 34) and for the purposes of the law of Northern Ireland if, and only if—

(a) it is duly executed by the LLP, and

(b) it is delivered as a deed.

(2) For the purposes of subsection (1)(b) a document is presumed to be delivered upon its being executed, unless a contrary intention is proved.

Execution of deeds or other documents by attorney

47.—(1) Under the law of England and Wales or Northern Ireland an LLP may, by instrument executed as a deed, empower a person, either generally or in respect of specified matters, as its attorney to execute deeds or other documents on its behalf.

(2) A deed or other document so executed, whether in the United Kingdom or elsewhere, has effect as if executed by the LLP.".