**Specimen document – Alternate Agreement**

The specimen documents provide for matters that practitioners may wish to consider using as the basis of their own alternate agreements. They cover only core elements, and therefore, members should consider including additional or alternative provisions, as necessary.

**It is stressed that the specimen documents should be tailored to individual circumstances and should be reviewed by a solicitor prior to parties signing.**

**Specimen agreement between a sole practitioner and a Firm to ensure continuance of the sole practitioner’s practice.**

This **AGREEMENT** is made on Click or tap to enter a date., and is entered into between:

Click or tap here to enter text. of Click or tap here to enter text. (the “Practitioner”)

and

Click or tap here to enter text. of Click or tap here to enter text. (the “Firm”)

(each a "**Party**" and together the "**Parties**").

**BACKGROUND**

1. Click or tap here to enter text. is a Chartered Accountant in sole practice [under the name of Click or tap here to enter text.]

1. Click or tap here to enter text. is a firm which operates an accountancy practice [under the name of Click or tap here to enter text.]

1. Both parties desire to ensure that the practice of Click or tap here to enter text. continues in the event of the Practitioner’s continuing incapacity or death on the following terms and conditions.

**IT IS AGREED** as follows:

1. **Definitions and interpretation**

* 1. In this Agreement unless subject or content otherwise requires:

‘**continuing incapacity**’ means in relation to the Practitioner that there is a medical certificate from a qualified medical practitioner stating that the Practitioner is unfit through illness, accident or otherwise from effectively carrying on their practice and is likely to be so incapacitated for a period of not less than Click or tap here to enter text. weeks.

‘**ICAS**’ means The Institute of Chartered Accountants of Scotland, an organisation established by Royal Charter (number RC000247) and having its principal place of business at CA House, 21 Haymarket Yards, Edinburgh, EH12 5BH, United Kingdom.

‘**personal representative**’ means the person named as executor in relation to the Will of the Practitioner or, in the case of intestacy, the person who is appointed [executor dative (Scotland) / administrator in the grant of letters of administration of their estate (E&W)]; and the **‘grant’** means [the Confirmation (Scotland) / probate/letters of administration (E&W)].

‘**representative**’ means in the case of the Practitioner, any two persons in Schedule 1 or their personal representative.

‘**Schedule**’ means one of the schedules annexed to and forming part of this Agreement.

* 1. Unless the context requires a different interpretation or this Agreement expressly provides otherwise, the following rules will be used to interpret this Agreement:

* + 1. words used in the singular will be interpreted to include the plural and vice versa; words which refer to one gender will be interpreted to include other genders; and a reference to a "person" is to any legal person, including any individual, partnership, company or other body corporate;

* + 1. the word "including" means "including but not limited to" and "include" and "includes" will be interpreted accordingly; and
		2. any reference to a recital, clause or schedule is to the relevant recital, clause or schedule of or to this Agreement.

1. **Incapacity of the Practitioner**

* 1. In the event of the continuing incapacity of the Practitioner, the Firm shall, when requested to do so in writing by the Practitioner or their representative, and on receipt of the requisite medical certificate from a qualified medical practitioner, manage the practice of the Practitioner on the following terms and conditions:

* + 1. The Firm shall carry on the practice under its existing name in a manner befitting the profession and shall take all reasonable steps to preserve the goodwill of the practice. The Firm shall carry on the practice in compliance with applicable law, and the regulations of ICAS.

* + 1. The Firm shall be entitled with the consent of the Practitioner or their representative (which shall not unreasonably be withheld or delayed) to:
			1. operate the bank accounts of the practice
			2. employ staff, whether its own or otherwise, to assist with the running of the practice
			3. sign and issue letters and other documents, whether physical or electronic, in the name of the Practitioner.

* + 1. Meetings with clients and others relating to the practice shall not normally take place at the office of the Firm.

* + 1. The Firm shall:
			1. inform ICAS in writing, as soon as reasonably practicable after its receipt of the written request from the Practitioner or their representative  under Clause 2.1, of the Firm’s position regarding the practice of the Practitioner
			2. place the Firm’s name as manager on the letter heading of the practice and in e-mail correspondence
			3. arrange for uninterrupted professional indemnity insurance cover and other necessary insurances and inform the insurers of the Practitioner’s professional indemnity policy of the arrangement and obtain any extra cover necessary for the Firm on behalf of the Practitioner
			4. notify the clients of the practice that the Firm will be managing the practice temporarily using the agreed messaging set out in Schedule 2
			5. notify other parties concerned, including employees, contractors and suppliers, that the Firm will be managing the practice temporarily.

* + 1. The Firm shall keep all books of accounts and other records of the practice up to date. It shall also invoice clients of the Practitioner in accordance with the usual procedures of the practice and ensure that all relevant returns are submitted in respect of VAT and other matters.
		2. The Firm shall be remunerated by the practice for the work carried out at a rate agreeable to both parties (or their representatives). Also, the Firm shall be reimbursed for any expenses properly and reasonably incurred while managing the practice.
		3. Should the annual subscription of the Practitioner become due (including fees for certificates and licences), the Firm shall inform ICAS of the arrangements and renew the Practitioner’s subscription prior to its expiry.

* + 1. The Practitioner or their representative may terminate the management arrangement by giving the Firm Click or tap here to enter text. months' notice in writing provided that the period of management shall not exceed a period of Click or tap here to enter text. months unless the Firm otherwise agrees.
		2. On the termination of the management arrangement the Firm shall hand over the practice to the Practitioner or their representative or to any other person as directed by the Practitioner or their representative and shall give all the necessary assistance to make the handover satisfactory.
		3. Should the management agreement terminate in accordance with Clause 2.1.8 and the Firm has not been instructed by the Practitioner or their representative to whom the practice should be handed over, the Firm shall immediately report this matter to ICAS and shall not then be held responsible for any liability resulting from the termination of the management arrangement.

1. **Death of the Practitioner**

* 1. In the event of the death of the Practitioner, their rights and obligations under this Agreement shall transmit to and be enforceable by and binding upon the personal representative. and the Firm shall, when requested to do so in writing by the personal representative of the Practitioner, manage the practice of the Practitioner on the following terms and conditions:

* + 1. The Firm shall carry on the practice under the existing name.

* + 1. The Firm shall:
			1. inform ICAS in writing, as soon as reasonably practicable after its receipt of the written request from the personal representative of the Practitioner under Clause 3.1, of the Firm’s position regarding the practice of the Practitioner
			2. place the Firm’s name as manager on the letter heading of the practice and in e-mail correspondence
			3. arrange for uninterrupted professional indemnity insurance cover and other necessary insurances and inform the insurers of the Practitioner’s professional indemnity policy of the arrangement and obtain any extra cover necessary for the Firm on behalf of the Practitioner
			4. notify the clients of the practice that the Firm will be managing the practice temporarily, using the agreed form of messaging set out in Schedule 3
			5. notify other parties concerned, including employees, contractors and suppliers, that the Firm will be managing the practice temporarily.
		2. The personal representative shall immediately authorise the Firm to open and operate the necessary bank accounts in the name of the practice at its existing bank pending the grant being issued.
		3. The personal representative shall arrange with the bank for temporary overdrafts to enable the bank accounts to operate and for the overdrafts to be repaid out of the Practitioner’s estate when the grant has been issued.
		4. Prior to the grant being issued, the Firm shall ensure that all moneys received by the practice shall be paid into the new accounts.
		5. As soon as the grant has been issued, the Firm shall request that the personal representative shall register the same with the practice’s existing bank or building society instructing that the accounts be placed under the Firm’s control and that bank charges or interest be debited to the office account.
		6. Clauses 2.1.1, 2.1.2.ii and 2.1.2.iii, 2.1.3, 2.1.5, 2.1.6, 2.1.8, 2.1.9 and 2.1.10 shall apply to this clause save with the substitution of the words ‘personal representative’ for ‘representative’ and, in relation to Clauses 2.1.8, 2.1.9 and 2.1.10, with the substitution of the words “the representative” for “the Practitioner or their representative””.
		7. In the event of the period of management of the practice pursuant to this Agreement continuing for more than one year the Firm shall report annually to ICAS.
		8. The Firm may apply to acquire the Practitioner’s practice if it so wishes as long as the personal representative is independently advised on the transaction.

1. **Bank account operations**

* 1. Where a bank operating an account relating to the activities of the Practitioner requires signatories from the Firm to be held on a mandate to operate the bank account, the Firm undertakes not to provide instructions or request information in relation to the bank accounts unless notification has been received under Clause 2.1 or Clause 3.1.
	2. The Firm undertakes not to provide instructions or request information in relation to the bank accounts after the termination of this Agreement.

1. **General**

* 1. This Agreement does not create a partnership or joint venture between the Parties.
	2. Neither Party shall be entitled to assign this Agreement to any person.
	3. This Agreement and the other documents (if any) referred to herein contain all the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersede and extinguish any prior written or oral agreements, drafts, representations, warranties, arrangements or understandings of any nature whatsoever, whether or not in writing between the Parties in relation to such subject matter.  Each Party acknowledges and agrees that in entering into this Agreement on the terms set out in this Agreement it is not relying upon any representation, warranty, promise or assurance made or given by the other Party or any other person, whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out in this Agreement. Nothing in this Clause 5.3 will exclude any liability which one Party would otherwise have to the other in respect of any statements made fraudulently.
	4. If any part of this Agreement is or becomes or is declared illegal, invalid or unenforceable by any competent authority having jurisdiction over this Agreement (or either of the Parties) that part shall be severed from this Agreement in the jurisdiction in question and the illegality, invalidity or unenforceability will not prejudice or affect in any way the remaining parts of this Agreement which will continue in full force and effect.
	5. Each Party will, promptly and at its own cost, do and execute, or arrange or procure the doing and execution of, any act and/or document reasonably requested of it by the other Party or its representative to implement and give full effect to the terms of this Agreement.

1. **Termination**

* 1. This Agreement may be terminated before Clause 2 or Clause 3 comes into operation by either Party giving Click or tap here to enter text. months’ notice in writing to the other Party.
	2. This Agreement may be terminated with immediate effect at any time by either Party or their representative giving written notice to the other Party if the other Party:
		1. commits a material breach of any term of this Agreement provided that, where such breach is capable of being remedied, this Agreement may only be terminated where the other Party has failed to remedy a breach, within twenty-one (21) days of its receipt of a notice identifying a breach and requesting that it be remedied; or
		2. repeatedly breaches any of the terms of this Agreement in a manner that reasonably justifies the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
		3. is considered by the Party serving notice, acting reasonably, to be no longer fit and proper to act under this Agreement.
	3. This Agreement will terminate automatically and with immediate effect where either Party:
		1. ceases to practice through retirement, sale of their practice or any other reason other than death; or
		2. has their practicing certificate suspended or withdrawn; or
		3. becomes apparently insolvent or enters into an insolvency process or makes any arrangements with creditors or suffers any analogous event such that it is unable to perform its obligations under this Agreement.

1. **Variation of agreement**

* 1. Any variation of this Agreement must be by mutual consent and be evidenced by a document signed by the Firm and the Practitioner or their representative or personal representative.

1. **Notices**

* 1. Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to the other Party at its office address set out in the recitals above, or as otherwise specified by the relevant Party by notice in writing to the other Party.
	2. Any notice shall be deemed to have been duly received, unless shown otherwise, (a) if delivered personally, when left at the address and for the contact referred to in Clause 8.1; (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; (c) if sent electronically, at 9.00am on the next business day after sending, or (d) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

1. **Counterparts and Delivery**
	1. This Agreement may be executed in any number of counterparts.
	2. Where executed in counterparts:
		1. this Agreement shall not take effect until each of the counterparts has been delivered; and
		2. delivery shall take place when the date of delivery is agreed between the parties after execution of this Agreement as evidenced by the date inserted on page 1 of this Agreement.
2. **Governing Law and Jurisdiction**

* 1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in all respects in accordance with Choose an item. Law and the Parties hereby agree that the Choose an item. Courts will have the exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS** whereof the Parties hereto have executed this Agreement together with the Schedules as follows:

|  |  |
| --- | --- |
|  **Subscribed by**Click or tap here to enter text.**(the Practitioner)**  at  Click or tap here to enter text.on  Click or tap to enter a date.before this witness:  |  ……………………………….....………  |
|  |  |   |

Signature: …………………………………….

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

 Click or tap here to enter text.

|  |  |
| --- | --- |
| **Subscribed by** Click or tap here to enter text.**for and on behalf of the Firm**  at Click or tap here to enter text. on Click or tap to enter a date.before this witness:  | ……………………...........…………………  |
|   |   |   |

Signature: …………………………………….

Name: Click or tap here to enter text.
Address: Click or tap here to enter text.

 Click or tap here to enter text.

**SCHEDULE 1**

**Spouse**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**Doctor**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**Solicitor**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**SCHEDULE 2**

[Agreed form of messaging for notifying clients]

I regret to advise you that [the Practitioner] has [been involved in an accident / suffered ill health / set out circumstances as appropriate] and as a result is not currently in a position to work.

[the Practitioner] has arrangements in place with me to deal with such a situation ensuring that your needs as a client can continue to be met in these circumstances. I have been formally appointed under these arrangements by [the Practitioner / their representative] to manage their practice while [the Practitioner] is unable to work.

[At this time it is not known how long [the Practitioner] will be off work / It is expected that [the Practitioner] will be off work for the next XX weeks/months.] In the meantime the staff within the practice continue to work as normal under my management and will continue to be available to provide the necessary services and advice to you.

I appreciate that this will have come as a shock to you and I am sure you will join with me in wishing [the Practitioner] a full recovery. In the meantime, if you have any questions on how this affects you or if you have any concerns, please do not hesitate to contact me or your usual contact at the firm.

**SCHEDULE 3**

[Agreed form of messaging for notifying clients]

I regret to advise you that [the Practitioner] [has unexpectedly] passed away on [date].

Prior to their death, [the Practitioner] put arrangements in place with me to deal with such a situation ensuring that your needs as a client can continue to be met in these circumstances. I have been formally appointed under these arrangements by their personal representative to manage the practice at this time and until more permanent arrangements can be made.

In the meantime the staff within the practice continue to work under my management and will continue to be available to provide the necessary services and advice to you.

I appreciate that this will have come as a shock to you. If you have any questions on how this affects you or if you have any concerns, please do not hesitate to contact me or your usual contact at the firm.

**Specimen agreement between two sole practitioners to ensure continuance of their practices.**

This **AGREEMENT** is made on Click or tap to enter a date. And entered into between:

Click or tap here to enter text. of Click or tap here to enter text. (**"**Practitioner A**"**);

 and

Click or tap here to enter text. of Click or tap here to enter text. (**"**Practitioner B**"**)

(each a **"Party"** and together the **"Parties"**).

**BACKGROUND**

1. Practitioner A is a Chartered Accountant in sole practice under the name of Click or tap here to enter text.

1. Practitioner B is a Chartered Accountant in sole practice under the name of Click or tap here to enter text.

1. Both Parties desire to ensure that their respective practices continue in the event of the continuing incapacity or death of either of the Parties on the following terms and conditions.

**IT IS AGREED** as follows:

1. **Definitions and interpretation**

* 1. In this Agreement unless subject or content otherwise requires:

‘**continuing incapacity**’ means in relation to Practitioner A or Practitioner B that Practitioner A or Practitioner B has a medical certificate from a qualified medical practitioner stating that they are unfit through illness, accident or otherwise from effectively carrying on their practice and is likely to be so incapacitated for a period of not less than Click or tap here to enter text. weeks.

‘**ICAS**’ means The Institute of Chartered Accountants of Scotland, an organisation established by Royal Charter (number RC000247) and having its principal place of business at CA House, 21 Haymarket Yards, Edinburgh, EH12 5BH, United Kingdom.

‘**personal representative**’ means the person named as executor in relation to the Will of Practitioner A or Practitioner B or, in the case of intestacy, the person who is appointed [executor dative (Scotland) / administrator in the grant of letters of administration of their estate (E&W)] and the **‘grant’** means the [Confirmation (Scotland) / probate/letters of administration (E&W].

‘**representative**’ means in the case of Practitioner A, any two persons in Schedule 1 or Practitioner A’s personal representative or in the case of Practitioner B, any two persons in Schedule 2 or Practitioner B’s personal representative.

‘**Schedule**’ means one of the schedules annexed to and forming part of this Agreement.

* 1. Unless the context requires a different interpretation or this Agreement expressly provides otherwise, the following rules will be used to interpret this Agreement:

* + 1. words used in the singular will be interpreted to include the plural and vice versa; words which refer to one gender will be interpreted to include other genders; and a reference to a "person" is to any legal person, including any individual, partnership, company or other body corporate;
		2. the word "including" means "including but not limited to" and "include" and "includes" will be interpreted accordingly; and
		3. any reference to a recital, clause or schedule is to the relevant recital, clause or schedule of or to this Agreement.

1. **Incapacity of a party**

* 1. In the event of the continuing incapacity of either Party (hereinafter called the ‘incapacitated party’) the other Party (hereinafter called the ‘managing party’) shall, when requested to do so in writing by the incapacitated Party or their representative, and on receipt of the requisite medical certificate from a qualified medical practitioner, manage the practice of the incapacitated party on the following terms and conditions:
		1. The managing party shall carry on the practice under its existing name in a manner befitting the profession and shall take all reasonable steps to preserve the goodwill of the practice. The managing party shall carry on the practice in compliance with applicable law, and the regulations of ICAS.
		2. The managing party shall be entitled with the consent of the incapacitated party or their representative (which shall not unreasonably be withheld or delayed) to:
			1. operate the bank accounts of the practice
			2. employ staff, whether their own or otherwise, to assist with the running of the practice
			3. sign and issue letters and other documents, whether physical or electronic, in the name of the the incapacitated party.
		3. Meetings with clients and others relating to the practice shall not normally take place at the office of the managing party.
		4. The managing party shall:
			1. inform ICAS in writing, as soon as reasonably practical after its receipt of the written request from the Practitioner or their representative, of their position regarding the practice of the incapacitated party
			2. place the managing party’s name as manager on the letter heading of the practice and in e-mail correspondence
			3. arrange for uninterrupted professional indemnity insurance cover and other necessary insurances and inform the insurers of the incapacitated party’s professional indemnity policy of the arrangement and obtain any extra cover necessary for themself on behalf of the incapacitated party
			4. notify the clients of the practice that they will be managing the practice temporarily using the messaging as set out in Schedule 3
			5. notify other parties concerned, including employees, contractors and suppliers, that they will be managing the practice temporarily.
		5. The managing party shall keep all books of accounts and other records of the practice up to date. It shall also invoice clients of the incapacitated party in accordance with the usual procedures of the practice and ensure that all relevant returns are submitted in respect of VAT and other matters.
		6. The managing party shall be remunerated by the practice for the work carried out at a rate agreeable to both parties (or their representatives). Also, the managing party shall be reimbursed for any expenses properly and reasonably incurred while managing the practice.
		7. Should the annual subscription of the incapacitated party become due (including fees for certificates and licences), the managing party shall inform ICAS of the arrangements and renew the subscription of the incapacitated party prior to its expiry.
		8. The incapacitated party or their representative may terminate the management arrangement by giving the managing party Click or tap here to enter text. months’ notice in writing provided that the period of management shall not exceed a period of Click or tap here to enter text. months unless the managing party otherwise agrees.
		9. On the termination of the management arrangement the managing party shall hand over the practice to the incapacitated party or their representative or to any other person as directed by the incapacitated party or their representative and shall give all the necessary assistance to make the handover satisfactory.
		10. Should the management arrangement terminate in accordance with Clause 2.1.8 and the managing party has not been instructed by the incapacitated party or their representative to whom the practice should be handed over, the managing party shall immediately report this matter to ICAS and shall not then be held responsible for any liability resulting from the termination of the management arrangement.

1. **Death of a Party**

* 1. In the event of the death of either Party (hereinafter called the ‘deceased party’), their rights and obligations under this Agreement shall transmit to and be enforceable by and binding upon their personal representative. and the other Party (hereinafter called the ‘surviving party’) shall, when requested to do so in writing by the personal representative of the deceased party, manage the practice of the deceased party on the following terms and conditions:
		1. The surviving party shall carry on the practice under the existing name.
		2. The surviving party shall:
			1. inform ICAS in writing, as soon as reasonably practicable after its receipt of the written request from the personal representative of the Practitioner under Clause 3.1, of the surviving party’s position regarding the practice of the deceased party
			2. place their own name as manager on the letter heading of the practice and in e-mail correspondence
			3. arrange for uninterrupted professional indemnity insurance cover and other necessary insurances and inform the insurers of the deceased party’s professional indemnity policy of the arrangement and obtain any extra cover necessary for the surviving party on behalf of the deceased party
			4. notify the clients of the practice that the surviving party will be managing the practice temporarily using the agreed form of messaging set out in Schedule 4
			5. notify other parties concerned, including employees, contractors and suppliers, that the surviving party will be managing the practice temporarily.
		3. The personal representative shall immediately authorise the surviving party to open and operate the necessary bank accounts in the name of the practice at its existing bank pending the grant being issued.
		4. The personal representative shall arrange with the bank for temporary overdrafts to enable the bank accounts to operate and for the overdrafts to be repaid out of the deceased party’s estate when the grant has been issued.
		5. Prior to the grant being issued, all moneys received by the practice shall be paid into the new accounts.
		6. As soon as the grant has been issued, the personal representative shall register the same with the bank instructing that the accounts be placed under the surviving party’s control and that bank charges or interest be debited to the office account.
	2. Clauses 2.1.1, 2.1.2.ii and 2.1.2.iii, 2.1.3, 2.1.5, 2.1.6, 2.1.8, 2.1.9 and 2.1.10 shall apply to this clause save with the substitution of the words ‘personal representative’ for ‘representative’, ‘deceased party’ for ‘incapacitated party’ and ‘surviving party’ for ‘managing party’ and, in relation to Clauses 2.1.8, 2.1.9 and 2.1.10, with the substitution of the words “the representative” for “the incapacitated or their representative”.
	3. In the event of the period of management of the practice pursuant to this Agreement continuing for more than one year the surviving party shall report annually to ICAS.
	4. The surviving party may apply to acquire the deceased party’s practice if it so wishes as long as the personal representative is independently advised on the transaction.

1. **Bank account operations**

* 1. Where a bank operating an account relating to the activities of Practitioner A requires the signature of Practitioner B to be held on a mandate to operate the bank account, Practitioner B undertakes not to provide instructions or request information in relation to the bank accounts unless notification has been received under Clause 2.1 or Clause 3.1.
	2. Where a bank operating an account relating to the activities of Practitioner B requires the signature of Practitioner A to be held on a mandate to operate the bank account, Practitioner A undertakes not to provide instructions or request information in relation to the bank accounts unless notification has been received under Clause 2.1 or Clause 3.1.
	3. Each Party undertakes not to provide instructions or request information in relation to the other Party’s bank accounts after the termination of this Agreement.

1. **General**

* 1. This Agreement does not create a partnership or joint venture between the Parties.
	2. Neither Party shall be entitled to assign this Agreement to any person.
	3. This Agreement and the other documents (if any) referred to herein contain all the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersede and extinguish any prior written or oral agreements, drafts, representations, warranties, arrangements or understandings of any nature whatsoever, whether or not in writing between the Parties in relation to such subject matter.  Each Party acknowledges and agrees that in entering into this Agreement on the terms set out in this Agreement it is not relying upon any representation, warranty, promise or assurance made or given by the other Party or any other person, whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out in this Agreement. Nothing in this Clause 5.3 will exclude any liability which one Party would otherwise have to the other in respect of any statements made fraudulently.
	4. If any part of this Agreement is or becomes or is declared illegal, invalid or unenforceable by any competent authority having jurisdiction over this Agreement (or either of the Parties) that part shall be severed from this Agreement in the jurisdiction in question and the illegality, invalidity or unenforceability will not prejudice or affect in any way the remaining parts of this Agreement which will continue in full force and effect.
	5. Each Party will, promptly and at its own cost, do and execute, or arrange or procure the doing and execution of, any act and/or document reasonably requested of it by the other Party or its representative to implement and give full effect to the terms of this Agreement.

1. **Termination**

* 1. This Agreement may be terminated before Clause 2 or Clause 3 comes into operation by either party giving Click or tap here to enter text. months’ notice in writing to the other party.
	2. This Agreement may be terminated with immediate effect at any time by either Party or their representative giving written notice to the other Party if the other Party:
		1. commits a material breach of any term of this Agreement provided that, where such breach is capable of being remedied, this Agreement may only be terminated where the other Party has failed to remedy a breach, within twenty-one (21) days of its receipt of a notice identifying a breach and requesting that it be remedied; or
		2. repeatedly breaches any of the terms of this Agreement in a manner that reasonably justifies the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
		3. is considered by the Party serving notice, acting reasonably, to be no longer fit and proper to act under this Agreement
	3. This Agreement will terminate automatically and with immediate effect where either Party:
		1. ceases to practice through retirement, sale of their practice or any other reason other than death; or
		2. has their practicing certificate suspended or withdrawn; or
		3. becomes apparently insolvent or enters into an insolvency process or makes any arrangements with creditors or suffers any analogous event such that it is unable to perform its obligations under this Agreement.

1. **Variation of agreement**

* 1. Any variation of this Agreement must be by mutual consent and be evidenced by a document signed by Practitioner A and Practitioner B or their representative or personal representative.

1. **Notices**
	1. Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to the other Party at its office address set out in the recitals above, or as otherwise specified by the relevant Party by notice in writing to the other Party.
	2. Any notice shall be deemed to have been duly received, unless shown otherwise, (a) if delivered personally, when left at the address and for the contact referred to in Clause 8.1; (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; (c) if sent electronically, at 9.00am on the next business day after sending, or (d) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
2. **Counterparts and Delivery**
	1. This Agreement may be executed in any number of counterparts.
	2. Where executed in counterparts:
		1. this Agreement shall not take effect until each of the counterparts has been delivered; and
		2. delivery shall take place when the date of delivery is agreed between the parties after execution of this Agreement as evidenced by the date inserted on page 1 of this Agreement.
3. **Governing Law and Jurisdiction**

* 1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in all respects in accordance with Choose an item. Law and Parties hereby agree that the Choose an item. Courts will have the exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS** whereof the parties hereto have executed this Agreement together with the Schedules as follows:

|  |  |
| --- | --- |
|  **Subscribed by**Click or tap here to enter text.**(Practitioner A)**  at  Click or tap here to enter text.on  Click or tap to enter a date.before this witness:  |  ……………………………….....………  |
|   |   |   |

Signature: …………………………………….

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

 Click or tap here to enter text.

|  |  |
| --- | --- |
| **Subscribed by** Click or tap here to enter text. **(Practitioner B)** at  Click or tap here to enter text.on  Click or tap to enter a date. before this witness:  | ……………………...........…………………  |
|   |   |   |

Signature: …………………………………….

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

 Click or tap here to enter text.

**SCHEDULE 1**

**Spouse**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**Doctor**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**Solicitor**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**SCHEDULE 2**

**Spouse**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**Doctor**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**Solicitor**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**SCHEDULE 3**

[Agreed form of messaging for notifying clients]

I regret to advise you that [Practitioner A / Practitioner B] has [been involved in an accident / suffered ill health / set out circumstances as appropriate] and as a result is not currently in a position to work.

[Practitioner A / Practitioner B] has arrangements in place with me to deal with such a situation ensuring that your needs as a client can continue to be met in these circumstances. I have been formally appointed under these arrangements by [Practitioner A / Practitioner B / their representative] to manage their practice while [Practitioner A / Practitioner B] is unable to work.

[At this time it is not known how long [Practitioner A / Practitioner B] will be off work / It is expected that [Practitioner A / Practitioner B] will be off work for the next XX weeks/months.] In the meantime the staff within the practice continue to work as normal under my management and will continue to be available to provide the necessary services and advice to you.

I appreciate that this will have come as a shock to you and I am sure you will join with me in wishing [Practitioner A / Practitioner B] a full recovery. In the meantime, if you have any questions on how this affects you or if you have any concerns, please do not hesitate to contact me or your usual contact at the firm.

**SCHEDULE 4**

[Agreed form of messaging for notifying clients]

I regret to advise you that [Practitioner A / Practitioner B] [has unexpectedly] passed away on [date].

Prior to their death, [Practitioner A / Practitioner B] put arrangements in place with me to deal with such a situation ensuring that your needs as a client can continue to be met in these circumstances. I have been formally appointed under these arrangements by their personal representative to manage the practice at this time and until more permanent arrangements can be made.

In the meantime the staff within the practice continue to work under my management and will continue to be available to provide the necessary services and advice to you.

I appreciate that this will have come as a shock to you. If you have any questions on how this affects you or if you have any concerns, please do not hesitate to contact me or your usual contact at the firm.