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**GENERAL PARTNERSHIP LAW**

**DIFC LAW No.11 of 2004**

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## **PART 1: GENERAL**

### **1. Title**

This Law may be cited as the “General Partnership Law 2004”.

### **2. Legislative Authority**

This Law is made by the Ruler of Dubai.

### **3. Application of the Law**

This Law applies in the jurisdiction of the Dubai International Financial Centre.

### **4. Date of enactment**

This Law is enacted on the date specified in the Enactment Notice in respect of this Law.

### **5. Commencement**

This Law comes into force on the date specified in the Enactment Notice in respect of this Law.

### **6. Interpretation**

The Schedule contains:

- (a) interpretative provisions which apply to this Law; and
- (b) a list of defined terms used in this Law.

### **7. Administration of the Law**

This Law and any legislation made under this Law is administered by the Registrar.

## **PART 2: FORMATION AND REGISTRATION**

### **8. Definition of and meaning of General Partnership**

A general partnership is the relationship which exists between two or more persons jointly carrying on any business, purpose or activity with a view to making a profit.

### **9. Prohibition**

A person shall not carry on the business of a general partnership in the DIFC unless the general partnership is:

- (a) a General Partnership which has been registered in accordance with Article 12; or
- (b) a Recognised Partnership which has been registered in accordance with Article 13.

### **10. General Partnership agreement**

Each partner of a General Partnership shall enter into a partnership agreement signed by all the partners.

### **11. Presumptions for the existence of a General Partnership**

In the absence of a General Partnership agreement an unincorporated body of persons who carry on any business, purpose or activity with a view to making profit shall be deemed to be a partnership unless:

- (a) there exists an agreement or articles of association between such persons and which specifies the relationship as being that of an unincorporated association or a body corporate; or
- (b) none of the persons hold themselves out or represent themselves as being members of a partnership.

### **12. Registration**

- (1) On the formation of a General Partnership, the partners shall apply for registration of the General Partnership by signing and filing with the Registrar an application for registration.
- (2) The application for registration shall set out:
  - (a) the use of the General Partnership name which must end with the word Partnership;

- (b) the address of the registered office of the General Partnership in the DIFC;
  - (c) the nature of the business to be conducted by the General Partnership in the DIFC; and
  - (d) the name and address of each of the partners of the General Partnership.
- (3) The Registrar may direct the partners to submit additional information reasonably required for him to determine the application.
  - (4) The Registrar may refuse to register a General Partnership or any partner for such reason as he believes to be proper grounds for refusing such registration.
  - (5) Where the Registrar refuses to register a General Partnership or any partner he shall not be bound to provide any reason for his refusal and his decision shall not be subject to appeal or review in any court.
  - (6) The Registrar may register a General Partnership in accordance with the Regulations.

13. **Recognised Partnership**

- (1) The partners of a general partnership formed outside of the DIFC which carries on business in the DIFC shall apply for registration as a Recognised Partnership by signing and filing with the Registrar an application for registration.
- (2) The application for registration shall set out:
  - (a) the name of the Recognised Partnership;
  - (b) the address for service of the Recognised Partnership in the DIFC, and the name and address of the person authorised to accept service of any document on behalf of the Recognised Partnership;
  - (c) the nature of the business to be conducted by the Recognised Partnership in the DIFC;
  - (d) the name and address of each of those partners of the Recognised Partnership, operating in the DIFC; and
  - (e) any additional information reasonably required by the Registrar.
- (3) The Registrar may refuse to register a Recognised Partnership or any partner for such reason as he believes to be proper grounds for refusing such registration.

- (4) Where the Registrar refuses to register a Recognised Partnership or any partner he shall not be bound to provide any reason for his refusal and his decision shall not be subject to appeal or review in any court.
- (5) The Registrar may register a Recognised Partnership in accordance with the Regulations.

14. **Notification of change of General or Recognised Partnership**

If there is a change in:

- (a) the constitution of a General Partnership, by the incoming or outgoing of any partner;
- (b) the name of a General Partnership, Recognised Partnership, or the person authorised to accept service of any document on behalf of the Recognised Partnership; or
- (c) any other particulars relating to the registered details of the General Partnership, Recognised Partnership, or the person authorised to accept service of any document on behalf of the Recognised Partnership including a change of address for service,

the General Partnership or the Recognised Partnership shall notify the Registrar in writing within 14 days.

15. **Power to refuse registration of change of name and require change of name**

- (1) The Registrar may refuse to register a change of name of a General Partnership or Recognised Partnership if the proposed name is misleading, undesirable or otherwise not in the interests of the DIFC.
- (2) If, in the opinion of the Registrar, the name by which a General Partnership or a Recognised Partnership is registered is misleading, undesirable or otherwise not in the interests of the DIFC, he may direct the General Partnership or Recognised Partnership to change it.
- (3) The direction shall be complied with within 14 days from the date of the direction or within such longer period as the Registrar may allow.

### **PART 3: ADMINISTRATION OF AFFAIRS OF A GENERAL PARTNERSHIP**

#### **16. Registered office and conduct of business**

- (1) A General Partnership that carries on business in the DIFC shall at all times have a registered office in the DIFC to which all communications and notices may be addressed.
- (2) A General Partnership must carry on its principal business activity in the DIFC, unless the Registrar otherwise permits.
- (3) A document may be served on a General Partnership by leaving it at, or sending it by post to, the registered office of the General Partnership.
- (4) A Recognised Partnership shall at all times have an address for service in the DIFC and a person authorised to accept service.
- (5) Documents may be served on a Recognised Partnership or on the person authorised to accept service of any document on its behalf by:
  - (a) sending them by post to the address for service of the Recognised Partnership; or
  - (b) the person authorised to accept service on behalf of the Recognised Partnership.

#### **17. Management of the General Partnership**

Unless otherwise agreed by all the partners:

- (a) every partner shall take part in the management of the General Partnership business;
- (b) no person may become a partner without the consent of all existing partners; and
- (c) any difference arising as to ordinary matters connected with the General Partnership business may be decided by a majority of the partners, but no change may be made in the nature of the General Partnership business without the consent of all existing partners.

#### **18. Particulars in correspondence**

- (1) The name of a General Partnership and the address of the registered office shall appear in legible characters in all its business letters and order forms.
- (2) The name of the Recognised Partnership and the address for service shall appear in legible characters in all its business letters and order forms in respect of communications originating or terminating in the DIFC.

19. **Accounts**

- (1) The General Partnership shall keep such accounting records as are sufficient to show and explain its transactions.
- (2) The partners shall cause to be prepared in relation to each financial year of the General Partnership, such accounts which show a true and fair view of the profit or loss of the General Partnership for the period and the state of the General Partnership's financial affairs at the end of the period.

20. **Records**

Unless otherwise agreed by all the partners:

- (a) the General Partnership records are to be kept at the registered place of business of the General Partnership in the DIFC; and
- (b) every partner is entitled to access to any records or other information of the General Partnership.

## **PART 4: DUTIES OF THE PARTNERS**

### **21. Accountability of partners**

- (1) Unless otherwise agreed by all the partners, a partner must account to the General Partnership and hold in a fiduciary capacity any property, profit or benefit derived by the partner in the conduct of the General Partnership's business or affairs derived from a use by the partner of the General Partnership's property, name or business connection.
- (2) This Article applies also to transactions undertaken after a General Partnership has been dissolved by the death of a partner and before the affairs thereof have been completely wound up, either by any surviving partner or by the representatives of the deceased partner.

### **22. Duty of partner not to compete with General Partnership**

- (1) Unless otherwise agreed by all the partners, a partner shall refrain from competing with the General Partnership in the conduct of the partnership's business or affairs before the dissolution of the General Partnership.
- (2) If a partner, without the consent of the other partners:
  - (a) carries on any business; or
  - (b) undertakes any transactions,

competing with that of the General Partnership, he must account for and pay over to the General Partnership any profits made by him in that business or those transactions.

## **PART 5: GENERAL PARTNERSHIP AUTHORISATION**

### **CHAPTER 1 – AUTHORISATION**

#### **23. Power of partner to bind the General Partnership**

- (1) Each partner is an agent of the General Partnership for the purpose of the business of the General Partnership.
- (2) An act of a partner in the ordinary course of the partnerships business or activities binds the General Partnership, unless:
  - (a) the partner had no authority to act for the General Partnership in the particular matter and the person with whom the partner was dealing had notice that the partner had no authority; or
  - (b) there are circumstances of fraud or misrepresentation.
- (3) If it has been agreed between the partners that a restriction shall be placed on the power of any one or more of them to bind the General Partnership, no act done in contravention of the agreement is binding on the General Partnership in respect of persons having notice of the agreement.

#### **24. Legal person**

- (1) The General Partnership is a legal person and can sue and be sued in its own name.
- (2) Article 24(1) does not alter the joint and several liability of the partners.

#### **25. Partners bound by acts on behalf of General Partnership**

An act or instrument relating to the business of the General Partnership and done or executed in the General Partnership name, or in any other manner showing an intention to bind the General Partnership, by any authorised person, whether a partner or not, is binding on the General Partnership and all the partners.

#### **26. Partner using resources of General Partnership for private purposes**

Unless otherwise agreed by all the partners, a partner of a General Partnership shall not use information, money or property of the General Partnership for a purpose other than the business carried on by the General Partnership.

27. **Indemnification**

Subject to such standards and restrictions, if any, as are set out in the General Partnership agreement, a General Partnership may, and shall have power to indemnify any partner or other person from and against any and all claims and demands whatsoever.

## **CHAPTER 2 – LIABILITIES**

### **28. Liability of partners**

- (1) Unless otherwise agreed by all the other partners, each partner is liable jointly and severally with the other partners, for all debts and obligations of the General Partnership incurred while he is a partner.
- (2) Subject to Article 34(3), on the death of a partner or former partner, his estate remains liable in the same way as he would have been had he lived, for such debts and obligations incurred by him during his tenure as a partner, so far as they remain unsatisfied and until the affairs of the partnership have been completely wound up.

### **29. Liability of the General Partnership**

The General Partnership is liable for any wrongful act, omission, loss or injury as a result of any partner acting in the ordinary course of the business of the General Partnership, or with the authority of the partners.

### **30. Safe keeping of money and property**

Subject to any agreement with a person as to the application of money or property, and to any other obligation at law, where a partner receives money or property in a fiduciary capacity belonging to another person, he shall place such money or property in safe keeping and make appropriate arrangements to preserve the money or property held on behalf of another person.

### **31. Misapplication of money or property**

If a partner in a General Partnership:

- (a) acting within the scope of his apparent authority receives money or property in a fiduciary capacity on behalf of a third person and misapplies it; or
- (b) in the course of its business receives money or property of a third person in a fiduciary capacity, and the money or property so received is misapplied by one or more of the partners while it is in the custody of the General Partnership,

the General Partnership is liable to make good the loss.

### **32. Admissions and representations of partners**

An admission or representation made by any partner concerning the affairs of the General Partnership, and in the ordinary course of its business, is evidence against the General Partnership.

33. **Notice to partner**

A written notice to a partner, operates as a notice to the General Partnership, except in the case of a fraud on the General Partnership committed by or with the consent of that partner.

34. **Liabilities of incoming and outgoing partners**

(1) A person who is admitted as a partner into an existing General Partnership does not become liable to the creditors of the General Partnership for anything done before he became a partner.

(2) An outgoing partner is not liable for the General Partnership debts or obligations incurred after he ceases to be a partner.

(3) An outgoing partner or the estate of a deceased partner may be discharged by agreement from any liabilities existing at the date when he ceased to be a partner.

**CHAPTER 3 – CONSENTS**

35. **Variation by consent of terms of General Partnership**

The mutual rights and duties of partners, whether ascertained by written agreement or defined by this Law, may be varied with the consent of all the partners, and such consent must be in writing.

## **PART 6: PROPERTY**

### **36. General Partnership property**

Unless otherwise agreed by all the partners:

- (a) all General Partnership property must be held and applied by the partners exclusively for the purposes of the General Partnership and in accordance with the General Partnership agreement.
- (b) all General Partnership property must be held jointly and severally.

### **37. Judgment debt procedure against a partner**

- (1) Where proceedings are instituted against a partner in relation to General Partnership property, the Court may, on the application of a creditor in respect of a partner in the General Partnership, make orders it deems appropriate in the circumstances to release a partner's interest in the General Partnership for the satisfaction of the judgment debt.
- (2) A partner aggrieved by an application or orders made under Article 37(1) may apply to the Court to make orders to preserve rights in relation to General Partnership property and to make such other orders as it thinks fit.

### **38. Rules in relation to interest**

Unless otherwise agreed by all the partners, the interest of partners in General Partnership property and their rights and duties in relation to the General Partnership shall be determined, by the following rules:

- (a) all the partners are entitled to share equally in the capital and profits of the business, and must contribute equally towards the losses whether of capital or otherwise sustained by the General Partnership;
- (b) the General Partnership must indemnify every partner in respect of payments made from his own money or property and personal liabilities incurred by him:
  - (i) in the ordinary and proper conduct of the business of the General Partnership; or
  - (ii) in or about anything necessarily done for the preservation of the business or property of the General Partnership; or
- (c) a partner making, for the purpose of the General Partnership any actual payment or advance beyond the amount of capital which he has agreed to subscribe, is entitled to interest agreed at the United Arab Emirates Central Bank 90 day deposit rate.

## **PART 7: DISSOLUTION AND CONTINUANCE**

### **CHAPTER 1 – DISSOLUTION**

#### **39. Dissolution by expiration or notice**

- (1) Subject to Article 42 and any agreement between the partners, a General Partnership, if entered into for an undefined time and for no fixed adventure or undertaking may be dissolved by any partner giving written notice to the others of his intention to dissolve the partnership.
- (2) In the circumstances of Article 39(1), the General Partnership is dissolved as from the date mentioned in the notice as the date of dissolution, or, if that date is not so mentioned, as from the date of the communication of the notice.

#### **40. Dissolution by bankruptcy, death or charge**

- (1) Subject to any agreement between the partners, a General Partnership is dissolved by the death or bankruptcy of any partner.
- (2) The remaining partners shall notify the Registrar of the occurrence of the circumstances in Article 40(1).

#### **41. Dissolution by illegality of General Partnership**

A General Partnership is in every case dissolved by the happening of any event which makes it unlawful for the business of the General Partnership to continue.

#### **42. Protection of creditors**

- (1) A partner or partners who wishes or wish to dissolve a General Partnership by agreement or other voluntary means, other than by an application to the Court under Article 43, must give notice to the Registrar and request his written consent to the dissolution of the General Partnership.
- (2) The Registrar shall give his consent to the dissolution of the General Partnership where the partners satisfy the Registrar that there are no outstanding liabilities to creditors, guarantees or other legal obligations on the General Partnership after its intended dissolution.
- (3) The Registrar may in his absolute discretion refuse to give his consent to the dissolution of a General Partnership.

- (4) Upon refusing to give his consent, the Registrar shall, without undue delay, inform the applicant partner or partners in writing of such refusal and where requested by the applicant, the reasons for such refusal.
- (5) Where the Registrar refuses to give his consent to the dissolution of the General Partnership, an aggrieved partner may apply to the Court for an order under Article 63.

#### 43. **Dissolution by the Court**

On application by the Registrar or a partner, the Court may order a dissolution of the General Partnership where:

- (a) a partner, other than the partner instituting proceedings, is under a disability or is otherwise incapable of performing his part of the General Partnership contract;
- (b) a partner, other than the partner instituting proceedings, has contravened the law and in the opinion of the Court will prejudicially affect the carrying on of the business in the DIFC;
- (c) a partner, other than the partner instituting proceedings, wilfully or persistently contravenes the General Partnership agreement or Laws of the DIFC, or otherwise so conducts himself in matters relating to the General Partnership business that it is not reasonably practicable for the other partner or partners to carry on the business in general partnership with him;
- (d) the business of the General Partnership is being carried on at a loss;
- (e) circumstances have arisen which, in the opinion of the Court, render it just and equitable that the General Partnership be dissolved; or
- (f) it is in the interests of the DIFC to make such an order.

### **CHAPTER 2– CONTINUANCE IN CERTAIN CIRCUMSTANCES**

#### 44. **Removal of a partner**

- (1) On the application of a partner or the General Partnership, the Court may order the removal of a partner in circumstances that it deems appropriate.
- (2) An order of the Court under Article 44(1) does not dissolve the General Partnership.

#### 45. **Outgoing partners**

- (1) The retirement, death, incapacity or removal of a partner dissolves the General Partnership, unless the agreement provides for the continuance of the partnership, or in the absence of such a provision, the remaining partners elect to continue the General Partnership.
- (2) Where the General Partnership continues as provided for in Article 45(1), the partners must provide the Registrar with a copy of an indemnity for the liabilities of the outgoing or deceased partner. In the absence of such an indemnity the Registrar may refuse to allow the continuance of the General Partnership.

46. **Where continuance of old terms is presumed**

- (1) If a General Partnership entered into for a definite or specific venture or term is continued after the venture is completed or the term has expired, and without any express new agreement, the rights and duties of the partners remain the same as they were at the expiry, so far as it is consistent with the terms of a General Partnership.
- (2) A continuance of the business by the partners or such of them as regularly acted for it without any settlement or winding up of the General Partnership affairs, is presumed to be a continuance of the General Partnership.

47. **Rights of assignee of share in General Partnership**

- (1) An assignment by any partner of his share in the General Partnership, either absolute or by way of mortgage or redeemable charge, does not, as against the other partners, entitle the assignee, during the continuance of the General Partnership, to:
  - (a) interfere in the management or administration of the General Partnership business or affairs;
  - (b) require any accounts of the General Partnership transactions; or
  - (c) inspect the General Partnership's records or books.
- (2) The assignee is entitled to receive the share of profits to which the assigning partner would otherwise be entitled, and the assignee must accept the accounts of profits agreed to by the General Partnership.
- (3) In the case of a dissolution of the General Partnership, whether as respects all the partners or as respects the assigning partner, the assignee is entitled to receive the share of the General Partnership assets to which the assigning partner is entitled.
- (4) The assignee is liable for the debts to which the assigning partner would otherwise be liable, and the assignee must accept the amount of the debt agreed to by the General Partnership.

**CHAPTER 3 – RIGHTS OF THIRD PARTIES**

48. **Rights of persons dealing with General Partnership**

- (1) Where a person continues to deal with a General Partnership after a change in its constitution or dissolution he is entitled to treat all apparent members of the old General Partnership as still being members of the General Partnership until he has notice of the change.

- (2) An advertisement made as prescribed in the Regulations shall be sufficient notice to persons who had dealings with the General Partnership before the date of the dissolution or change so advertised, of the changed constitution of the General Partnership.

## **CHAPTER 4 – RIGHTS OF PARTNERS**

### **49. Continuing authority of partners for purposes of winding up**

After the dissolution of a General Partnership the authority of each partner to bind the General Partnership, and the other rights and obligations of the partners, continue notwithstanding the dissolution so far as may be necessary to wind up the affairs of the General Partnership, and to complete transactions begun but unfinished at the time of the dissolution, but not otherwise.

### **50. Rights of partners as to application of General Partnership property**

Unless otherwise agreed by all the partners:

- (a) on the dissolution of a General Partnership every partner is entitled to have:
  - (i) property of the General Partnership applied in payment of the debts and liabilities of the General Partnership; and
  - (ii) surplus assets after such payment applied in payment of what may be due to the partners respectively after deducting what may be due from them as partners to the General Partnership;
- (b) any partner or his representatives may on the dissolution of the General Partnership apply to the Court to wind up the business and affairs of the General Partnership.

### **51. Apportionment of premium on premature dissolution**

Where one partner has paid a premium to another on entering into a General Partnership for a fixed term, and the General Partnership is dissolved before the expiration of that term, the Court may, having regard to the terms of the General Partnership Agreement and to the length of time of the partnership, make an order or orders in relation to the premium or such part of it as it thinks appropriate.

### **52. Rights where General Partnership is dissolved for fraud or misrepresentations**

Where a General Partnership Agreement is rescinded on the ground of the fraud or misrepresentation of one of the parties, the party entitled to rescind is, without prejudice to any other right, entitled to:

- (a) a lien on, or right of retention of, the surplus of the General Partnership assets, after satisfying the General Partnership liabilities, for any sum of money paid by him for the purchase of a share in the General Partnership and for any capital contributed by him;
- (b) stand in the place of the creditors of the General Partnership for any payments made by him in respect of the General Partnership liabilities; and

- (c) be indemnified by the person guilty of the fraud or making the representation, against any loss suffered by him as a result of the wrong doing to the General Partnership.

## **CHAPTER 5 – SHARING OF PROFITS ON DISSOLUTION**

### **53. Right of outgoing partner in certain cases to share profits made after dissolution**

Where any member of a General Partnership has died or otherwise ceased to be a partner, and the surviving or continuing partners carry on the business of the General Partnership with its capital or assets without any final settlement of accounts as between the General Partnership and the outgoing partner or his estate, then, in the absence of any agreement to the contrary, the outgoing partner or his estate is entitled to such share of the profits made since the dissolution as the Court thinks just in the circumstances.

### **54. Outgoing or deceased partner's share to be a debt**

Unless otherwise agreed by all the partners, subject to any agreement between the partners, the amount due from surviving or continuing partners to an outgoing partner or the representatives of a deceased partner in respect of the outgoing or deceased partner's share is a debt accruing at the date of the dissolution or death.

### **55. Distribution of assets on final settlement of accounts**

Unless otherwise agreed by all the partners, the following rules shall apply when settling accounts between the partners after a dissolution of a General Partnership:

- (a) losses, including losses and deficiencies of capital, shall be paid first out of profits, next out of capital, and lastly, if necessary, by the partners individually in the proportion in which they were entitled to share profits; and
- (b) the assets of the General Partnership including the sums, if any, contributed by the partners to make up losses or deficiencies of capital, shall be applied in the following manner and order:
  - (i) in paying the debts and liabilities of the General Partnership to persons who are not partners therein;
  - (ii) in paying to each partner rateably what is due from the General Partnership to him for advances as distinguished from capital;
  - (iii) in paying to each partner rateably what is due from the General Partnership to him in respect of capital; and
  - (iv) the ultimate residue, if any, shall be divided among the partners in the proportion in which profits are divisible.

56. **Postponement of rights of person in case of insolvency**

Where money has been advanced to the General Partnership by way of unsecured loans or for the purchase of goodwill in consideration for a share of profits of the business, and the General Partnership becomes insolvent, the lender or buyer shall not be entitled to recover any amount until the claims of all other creditors have been satisfied.

## **PART 8: GENERAL CONTRAVENTIONS**

### **57. General Contraventions Provision**

- (1) A person who:
  - (a) does an act or thing that the person is prohibited from doing by or under an Article of this Law referred to in Schedule 2;
  - (b) does not do an act or thing that the person is required or directed to do under an Article of this Law referred to in Schedule 2; or
  - (c) otherwise contravenes an Article of this Law referred to in Schedule 2;commits a contravention of this Law.
- (2) In Article 57(1), 'person' does not include the DIFCA, Registrar or President.
- (3) Where this Law requires or directs a General Partnership to do, or not to do, an act or thing, such a requirement or direction shall be taken to apply in relation to each partner.

### **58. Administrative Imposition of Fine**

- (1) The Board of Directors of the DIFCA shall prescribe in Regulations procedures in relation to the imposition and recovery of fines under this Article.
- (2) Where the Registrar considers that a person has contravened a provision of the Law referred to in Schedule 2, the Registrar may impose by written notice given to the person a fine, in respect of the contravention, of such amount as it considers appropriate but not exceeding the amount of the maximum fine specified in Schedule 2 in respect of each contravention.
- (3) If, within the period specified in the notice:
  - (a) the person pays the prescribed fine to the Registrar, then no Court proceedings may be commenced by the Registrar against the person in respect of the relevant contravention; or
  - (b) the person takes action in Court to object to the imposition of the fine or has not paid the prescribed fine to the Registrar, then the Registrar may apply to the Court for, and the Court may so order, the payment of the fine or so much of the fine as is not paid and make any further order as the Court sees fit for recovery of the fine.

(4) A certificate that purports to be signed by the Registrar and states that a written notice was given to a person pursuant to Article 58(2) imposing a fine on the basis of specific facts is:

(a) conclusive evidence of the giving of the notice to the person; and

(b) prima facie evidence of the facts contained in the notice;

in any proceedings commenced under Article 58(3).

## **PART 9: MISCELLANEOUS**

### **59. Powers to make Regulations**

- (1) The Board of Directors of the DIFCA may make Regulations for the purposes of this Law pursuant to the power conferred upon it under Article 116 of the Companies Law 2004.
- (2) Without limiting the generality of Article 116 of the Companies Law 2004, such Regulations may be made in relation to:
  - (a) the objectives, powers or functions of the Registrar under this Law;
  - (b) forms, procedures, notice and requirements under this Law;
  - (c) the filing of certain material;
  - (d) the manner in which such material shall be filed;
  - (e) which material, or parts of the material, shall be made available for viewing by the public during the normal business hours;
  - (f) the use of an electronic or computer-based systems for the filing, delivery or deposit of, documents or information required under or governed by the Law and Regulations;
  - (g) the circumstances in which persons shall be deemed to have signed or certified documents on an electronic or computer-based system for any purpose under the Law; and
  - (h) the payment of fees to the Registrar.
- (3) Where any legislation made for the purpose this Law purports to be made in exercise of a particular power or powers, it shall be taken also to be made in the exercise of all powers under which it may be made.
- (4) The Board of Directors of the DIFC shall publish draft Regulations in the manner prescribed under Article 117 of the Companies Law 2004.

### **60. Waivers and Modification of the Regulations**

The powers to waive and modify the Law or Regulations made pursuant to the Law are contained in Article 130 of the Companies Law.

61. **False or misleading information**

A person shall not:

- (a) provide information to the Registrar which is false, misleading or deceptive; or
- (b) conceal information from the Registrar where the concealment of such information is likely to mislead or deceive him.

62. **Directions or requirements made by the Registrar**

- (1) The Registrar may make directions to comply with this Law or Regulations.
- (2) A person shall comply with any direction made by the Registrar under this Article or any other provision of the Law.

63. **Court order in relation to the decision of the Registrar**

The Court may on application of a person aggrieved by a decision of the Registrar, make one or more of the following orders:

- (a) an order affirming all or part of a decision of the Registrar;
- (b) an order modifying or substituting all or part of a decision of the Registrar;
- (c) an order as to the manner in which a decision of the Registrar or an order of the court is to be effected;
- (d) an order remitting a decision to the Registrar with directions;
- (e) an order as to costs; or
- (f) any other order that the Court may deem appropriate in the circumstances.

64. **Public register**

- (1) The Registrar shall publish and maintain a register of current and past registrations of General Partnerships in such a manner as may be prescribed in the Regulations.
- (2) The Registrar shall publish and maintain a register of current and past registrations of Recognised Partnerships in such a manner as may be prescribed in the Regulations.
- (3) The Registrar shall make a reasonably current version of any register, maintained under this Article freely and available for viewing by the public during the normal business hours of the Registrar.

65. **Fees**

- (1) The Board of Directors of the DIFCA may make Regulations requiring the payment to the Registrar of such fees as may be prescribed in respect of:
  - (a) the performance by the Registrar of such functions under this law as may be specified in the Regulations, including the receipt by him of any document under this Law which is required to be delivered to him; and
  - (b) the inspection of documents or other material held by him under this Law.
- (2) The Registrar may charge a fee for any services provided by him otherwise than in pursuance of an obligation imposed on him by this Law.
- (3) Where a fee is provided for or charged under this Article for the performance of an act or duty by the Registrar, no action need be taken by him until the fee is paid, and where the fee is payable on the receipt by him of a document required to be delivered to him he shall be deemed not to have received it until the fee is paid.

## **SCHEDULE 1**

### **INTERPRETATION**

#### **1. Rules of interpretation**

- (1) In this Law, a reference to:
  - (a) a statutory provision includes a reference to the statutory provision as amended or re-enacted from time to time;
  - (b) a person includes any natural person, body corporate or body unincorporate, including a company, partnership, unincorporated association, government or state;
  - (c) an obligation to publish or cause to be published a particular document shall, unless expressly provided otherwise in the Law, include publishing or causing to be published in printed or electronic form;
  - (d) a day shall refer to a business day, being a normal working day in the DIFC;
  - (e) a calendar year shall mean a year of the Gregorian calendar; and
  - (f) a reference to the masculine gender includes the feminine.
  - (g) Any reference to 'dollars' or '\$' is a reference to United States Dollars unless the contrary intention appears.
- (2) The headings in the Law shall not affect its interpretation.

#### **2. Legislation in the DIFC**

References to legislation and Guidance in the Law shall be construed in accordance with the following provisions:

- (a) Federal Law is law made by the federal government of the United Arab Emirates;
- (b) Dubai Law is law made by the Ruler, as applicable in the Emirate of Dubai;
- (c) DIFC Law is law made by the Ruler (including, by way of example, the Law), as applicable in the DIFC;
- (d) the Law is The General Partnership Law, DIFC Law No.11 of 2004 made by the Ruler;

- (e) the Regulations are legislation made by the Board of Directors of the DIFCA for the purpose the Law and are binding in nature;
- (f) Guidance is indicative and non-binding and may comprise (i) guidance made and issued by the Registrar under the Law; and (ii) any standard or code of practice issued by the Board of Directors of the DIFCA which has not been incorporated into the Regulations; and
- (g) references to “legislation administered by the Registrar” are references to DIFC Law and Regulations conferring functions and powers on the Registrar.

### 3. **Defined Terms**

In the Law, unless the context indicates otherwise, the defined terms listed below shall have the corresponding meanings

<b>Term</b>	<b>Definition</b>
Board of Directors of the DIFCA	the governing body of the DIFCA.
Court	the DIFC Court as established under Dubai Law.
DIFCA	the DIFC Authority.
DIFC	the Dubai International Financial Centre.
DIFC Law	has the meaning given in Article 2 of Schedule 1 to the Law.
General Partnership	means a general partnership which is formed in the DIFC.
General Partnership property	means all property real, personal, tangible and intangible, or any interests therein acquired by the General Partnership, whether by purchase or otherwise.
Law	the General Partnership Law 2004.
liable	means jointly and severally.

<b>Term</b>	<b>Definition</b>
partner	includes all partners of a General Partnership who have entered into an agreement and are registered as partners in accordance with the provisions of this Law.
person	has the meaning given in Schedule 1, 1(b) of this Law.
President	the president of the DIFC, appointed by a decree of the Ruler pursuant to Dubai Law.
Recognised Partnership	Means a general partnership which is formed outside of the DIFC and is registered in accordance with Article 13.
records	documents and other records however stored.
Registrar	the Registrar appointed under the Companies Law.
Regulations	has the meaning given in Article 2 of Schedule 1 to the Law.
Regulatory Law	the Regulatory Law No. 1 of 2004.
Ruler	the ruler of the Emirate of Dubai.
Schedule	a Schedule to the Law.

## SCHEDULE 2

### CONTRAVENTIONS WITH FINES STIPULATED

<i>Article of Law creating contravention</i>	<i>General nature of contravention</i>	<i>Fine</i>
9	Carrying on a business as a partnership without registration	\$20,000
14	General Partnership or Recognised Partnership failing to lodge notice of changes	\$2,000
19	Failure of General Partnership to keep accounts or prepare accounts as required	\$15,000
61	Providing false or misleading information to the Registrar	\$15,000
63	Failure to comply with the direction of the Registrar	\$15,000