

Business sale agreement: café or sandwich shop

Date: [date]

Between:

The Buyer is: [name] of [address]

The Seller is: [name] of [address]

Contents

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11. Warranties by the Seller
12. Future activities
13. Confidentiality
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15. Miscellaneous matters

The Schedule 1: Leasehold Property

The Schedule 2: Warranties

General

Accounts

Assets

Trading and contracts

Leasehold Property

Information technology ("IT")

3. Entire agreement

- 3.1 Each party acknowledges that this agreement contains the entire [REDACTED]
[REDACTED], [REDACTED], [REDACTED].
- 3.2 So far as any relevant law permits, conditions, [REDACTED]
[REDACTED], [REDACTED].
- 3.3 The Seller warrants and undertakes that he is not [REDACTED]
[REDACTED]
[REDACTED].

4. Agreement for sale

- [illegible]

5. Transfer of contracts

The Seller undertakes that for a period of [three] year, he will do his utmost

..... ,
..... :

5.1 enter into any novation agreement.

5.2 provide information about any
..... [.....]

5.3 confirm to any person or governmental authority such details
.....
.....
.....

5.4 immediately inform the
.....

6. The Price

6.1 The Price for the Business \$ [00 , 000] [..... /
.....].

6.2 The Price shall be paid [by banker's draft](#) /
.....
.....

7. Items to be delivered at completion

The Seller shall handover to the Buyer or otherwise deliver
..... ,
..... :

7.1 whatever Assets are ,
..... ;

7.2 all books of account;

7.3 computer programmes used in ,
..... ;

7.4 all information ;

7.5 transfers of the ,
..... ;

- 7.6 assignment of the leasehold Property [unless
 ,
];
- 7.7 marketing material of every sort in any medium;
- 7.8 all other .

8. Completion

- [illegible]

9. Creditors and liabilities

- 9.1 The Seller shall immediately discharge all the debts of the ■■■■■
■■■■■ , ■■■■■
■■■■■
■■■■■ .
- 9.2 After the date of this agreement, the Buyer must discharge the
outstanding obligations and liabilities of the Seller under ■■■■■
■ , ■■■■■
■■■■■
■■■■■ . ■■■■■
■■■■■
■■■■■ .
- 9.3 The Buyer shall not be liable for any breach of any contract by the
Seller before ■■■■■ . ■■■■■
■■■■■
■■■■■ , ■■■■■
■■■■■ .

10. Goods and Services Tax (GST)

- [illegible]

11. Warranties by the Seller

- 11.1 The Seller warrants to
².....

15. Miscellaneous matters

[illegible][illegible][illegible][illegible]

15.5

[illegible][illegible][illegible]

It shall be deemed to have been delivered:

[illegible]

[illegible][illegible]

Signed by [Buyer name in full]

Schedule 1: Leasehold Property

.....
.....
..... 50

[..... , ,
.....]

1.
.....
.....

2. [.....]
.....
.....
.....
.....

3.
..... ,
..... ,
.....

4.
.....

OR

5. \$ [.....] ,
.....
.....

6. ,
.....
.....
..... ,
..... , -
..... -

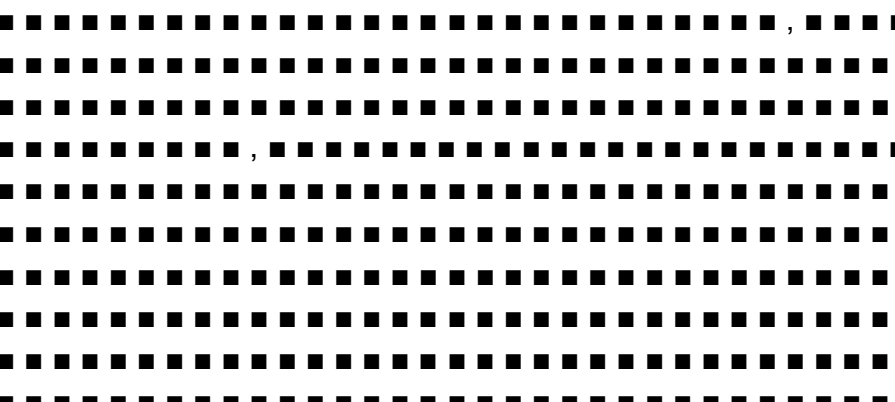
7.
..... ,
.....

OR

AND

[illegible][illegible][illegible][illegible][illegible][illegible]

9.6



The image is a 12x20 grid of black squares. The first 10 columns contain a large, irregular shape that is roughly rectangular but has a jagged right edge. The shape is composed of black squares, with some gaps. The remaining 10 columns are mostly empty, with a few scattered black squares. The overall appearance is that of a binary image or a sparse matrix.

Witness to signature:

Name:

Address

Signed by [personal name], duly authorised for the Buyer

Witness to signature:

Name:

Address

Signed by [personal name], the Guarantor

Witness to signature:

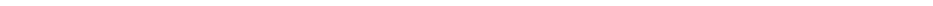
Name:

Address


The Schedule 2: Warranties


General



[illegible]

2. 

Accounts

3.  .

4.  .

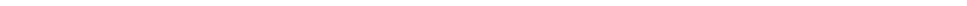

5.  ; 

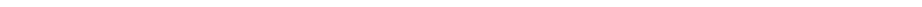
Assets

6.                           

[illegible][illegible]



Trading and contracts

9.  ,  .

10. 

Leasehold Property

[illegible][illegible][illegible]

14.                           

[illegible]

16.

17.
.....:

[illegible][illegible][illegible][illegible]

20. As to the Leases:

20.1.

.

20.2. there are no rent reviews in progress.

Explanatory notes:

Business sale agreement: café or sandwich shop

General notes

This is a long document which requires many changes. We suggest you save a perfect copy in case ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

1. Advantage to the buyer

[illegible]

2. Warranties

[illegible]

3. Initial extra pages

In a document as complicated as this, it is good practice for all parties to initial each page ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

Paragraph Specific Notes

(some points are covered in the Warranties ■ ■ ■ ■ ■ ■ ■ ■)

1. Definitions

Please read the general notes sent along with ■ ■ ■ ■ ■ ■ ■ ■ .

For “Confidential Information”, we have provided a very full menu of items.
Depending on your business, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

You should **first decide on the contents of the document**, then return to check what definitions are needed and whether they really ■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

Leave these items in place unless there is a good reason to edit or remove.
Each of these items has been carefully considered in the context of this
agreement and has been included for a purpose.

████████████████████████████████████████████
████████████████████████████████████████████

[illegible]

There is an overlap in this list: use the descriptions that are most ■■■■■■
■■■■■■■■■■.

If you buy a business as a going concern, you need to be sure that every person with whom the business deals, comes with it. It is generally impossible to fix up contract transfer arrangements in advance of the purchase, so this paragraph covers the best way to deal after the event. The most crucial part is the co-operation of the seller. If he

The buyer may wish to apportion the purchase price among the assets so that if by chance some item is not available on completion, there is some yardstick

It is essential for a smooth transaction that the seller assembles absolutely all the documents which will be needed on completion. It is a good idea to ask the seller for a list

[illegible][illegible]

8. Completion

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General

With reference to licences and consents: in any business which has been operating for more ,

 .
 ,
 ,
.

Accounts

[illegible]

Assets

[illegible]

Trading and Contracts

This section covers every contract - from customers and suppliers to the office cleaner and the car leases. Particular care should be taken with

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