

IN-COMbs16

## **Website sale and purchase agreement**

## Contents

1. Interpretation
2. Agreement for Sale
3. The Purchase Price
4. Items to be delivered at completion
5. Completion
6. Warranties by the Seller
7. Future Activities
8. Communications
9. Miscellaneous Matters

### Schedule 1 Warranties

Licences, consents and passwords

Statutory restrictions

Seller's activities

Contracts

Intellectual property

Internet domain names

General

**Agreement for the Sale and Purchase of the [redacted] [redacted]**

The Date of this Agreement is: [date]

The Seller is: [name]  
of [private address]

The Buyer is: [name]  
of [private address]

*[Note: if a party is a company or [redacted], [redacted]]*

**It is now agreed as follows:**

## 1. Interpretation

So far as the context permits, the following words [redacted]  
[redacted] :

"Business" means the [type of business] business for which the Website has been designed or [redacted]  
[redacted]  
[redacted].

"Contracts" means current contracts of the Seller in [redacted]  
[redacted].

"Disclosures" means the disclosures set out in a disclosure letter of today's date from the [redacted]  
[redacted].

"Domain Name" means any or all of the [redacted]  
[redacted] :  
[name].com  
[name].com  
[name].co.in

"Intellectual Property" means all intellectual property owned by the Seller and used in the Website, including intellectual property of every sort, [redacted]  
[redacted]  
[redacted].

"ISP" means any third party Internet service provider;





.....  
.....

4.6. Forms of transfer of .....  
.....;

4.7. Transfers of the ....., .....  
.....;

4.8. Forms of authority addressed to the owners of .....,  
..... / .....  
.....;

4.9. All technical and ..... - ....., .....

4.10. Marketing material of every sort in any medium.

## 5. Completion

5.1. As soon as the items listed above have passed .....  
....., .....  
.....  
.....

5.2. As soon as possible and in any event within 14 days from the date  
hereof, the Seller shall procure that the Domain Names are transferred  
to the Buyer. ....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

5.3. As soon as possible and in any event within two days from the date  
hereof, .....  
.....  
.....  
.....

5.4. The Seller has a continuing obligation to do what is ....., .....  
..... - ....., .....  
.....  
.....



7.3. Trade under any name which [REDACTED]  
[REDACTED], [REDACTED];

7.4. Register nor purchase nor use any internet domain [REDACTED]  
[REDACTED]  
[REDACTED].

## 8. Communications

8.1. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] - [REDACTED].

It shall be deemed to have been delivered:

[REDACTED]: [REDACTED]  
[REDACTED];

[REDACTED]: [REDACTED]  
[REDACTED] 72 [REDACTED];

[REDACTED] - [REDACTED]  
[REDACTED] -  
[REDACTED]: [REDACTED] 48 [REDACTED] -  
[REDACTED]. [REDACTED]  
[REDACTED] - [REDACTED].  
[REDACTED], [REDACTED]  
[REDACTED].

## 9. Miscellaneous Matters

9.1. [REDACTED]  
.

9.2. [REDACTED]  
[REDACTED]  
[REDACTED]; [REDACTED], [REDACTED]  
[REDACTED].

9.3. [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]





## Schedule 1: Warranties

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

### Licences, consents and passwords

1. ....  
.....  
..... .
2. ....  
..... ( ..... ) .....  
.....  
.....  
..... .
3. ....  
..... .
4. ....,  
..... .

### Statutory restrictions

5. ....  
.....  
..... .
6. ....  
.....  
..... .

### Seller's activities

7. ....  
.....  
.....  
..... .
8. ( ..... ) .....  
.....,  
.....,  
.....  
..... .

















..... , ..  
.....

You may find aspects of my illustration to be immoral. That may be. But I assure you that the World is full of pleasant people who ..  
..... , ..  
..... , ..

### Warranties - seller's tactics

The "task" of the seller is essentially to provide full and truthful information and to avoid being tripped up in the process. The task of the buyer is to ask for the warranties, ..  
.....  
.....  
" .. "

As a seller, you have a number of ..  
..... :

- You be the one to produce the draft agreement and remove the " .. " .. ; ..
- When you receive the draft agreement, you must seek the .. ; ..
- in your draft disclosure letter, which .. , .. ; ..
- Consider the breadth of each warranty. .. , .. ; ..
- Even where you "answer" the warranty in some .. , .. , .. " .. " " .. " ;
- At all costs avoid the easy way out of leaving the warranties .. , .. , ..

### Warranties - buyer's response



