Business sale agreement: takeaway food retailer

Date: [date]

Between:

The Buyer is: $[name] \blacksquare \blacksquare \blacksquare [\blacksquare \blacksquare \blacksquare]$

The Seller is: $[name] \blacksquare \blacksquare \blacksquare [\blacksquare \blacksquare \blacksquare]$

The Guarantor is: $[name] \blacksquare \blacksquare \blacksquare [\blacksquare \blacksquare \blacksquare \blacksquare]$

Contents

- 1. Definitions
- 2. Corporate seller provisions
- 3. Interpretation
- 4. Entire agreement
- 5. Buyer's acknowledgment of inspection
- 6. Agreement for sale
- 7. Transfer of contracts
- 8. The Price
- 9. Items to be delivered at completion
- 10. Completion
- 11. Employees transferred
- 12. Value Added Tax (VAT)
- 13. Warranties by the Seller
- 14. Limitation of Seller's liability
- 15. Future activities
- 16. The Guarantee
- 17. Confidentiality
- 18. Publicity / Announcements
- 19. Miscellaneous matters

Schedule 1: Leasehold Property

Schedule 2: Assets

Schedule 3: Excluded Assets

Schedule 4: Warranties

General Accounts Assets

Trading and contracts

Employees

Leasehold Properties
Personal data protection
Information technology ("IT")

Schedule 5: Press release

Agreement for the Sale and Purchase of the Business known as [name]

This agreement is dated: [date]

Personal version:

The Buyer is: [name]

of [private address]

The Seller is: [name]

of [private address]

The First Guarantor is: [name]

of [private address]

The Second Guarantor is: [name]

of [private address]

OR

Corporate version (use for an LLP too)

The Buyer is: ABC Limited, a company incorporated in England and

Wales [under company registration number [number] ■

The Seller is: DEF Limited, a company incorporated in England and

Wales [under company registration number [number] -

The First Guarantor is: [name]

of [private address]

The Second Guarantor is: [name]

of [private address]

NOTE:

"
we have assumed that the seller is an individual, but ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
whichever does not apply. Do the same for the buyer. Throughout this agreement,
The personal version is for an individual seller and not a company seller. Delete

It is now agreed as follows:

1. Definitions

So far as the context permits, the following words ••••••••••••••••••••••••••••••••••••			
"Accounts"	means the audited profit and loss account of the Business, made up to [day and month] in each year and the		
"Last Accounts Date"	means the date to which the Accounts have $\blacksquare \blacksquare \blacksquare$		
"Assets"	means all tangible and intangible assets whatever, owned by the •••••••••••••••••••••••••••••••••••		
"Business"	means the [type of business] business carried on by the Seller until today under the name and style		
"Confidential Information"	means all information about the Business, including any information which may give a commercially competitive advantage to •••••••••••••••••••••••••••••••••••		
	information about employees, their performance and		
	data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer • • • • .		

"Contracts"	means current contracts of the Seller in relation to the Business, •••••••••••••••••••••••••••••••••••	
"Creditors"	means trade creditors and accrued charges in connection with the Business	
"Disclosures"	means the disclosures set out in \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare	
"Disclosure Letter"	means the disclosure letter of the same date as this agreement from the Seller	
"Distributor"	means a third party who has contracted to re-■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ / ■ ■ ■].	
"Domain Name"	means any or all of the	
	[name1].com	
	[name2].com	
	[name3].co.uk	
"Employee/Employees"	means a person who is employed by the Seller for $\blacksquare \blacksquare \blacksquare$.	
"Excluded Assets"	means the Assets listed in Schedule 3 which are owned by the Seller but	
"Goodwill"	means the goodwill in relation to the Business, being goodwill of the Seller until	
"ISP"	means the Internet service provider; ■ ■ ■ ■ ■	
	•••	
"Lease"	means the lease or leases	
"Payment Service	means the banking intermediary who provides ■	

Provider"				
"Price"	means the •••••••••••••••••••••••••••••••••••			
"Products / Services"	means the products			
"Property/Properties"	means the freehold or leasehold properties, $\blacksquare \blacksquare \blacksquare$			
"Stocks"	means stocks of Products, raw materials, work in progress and finished goods, and goods for			
"Warranty/Warranties"	means the warranties and			
"Website"	means www.[URL] and www.[URL] and			
Corporate seller provisions				
If the Seller is a ■ ■ ■ ■ ■				
2.1. Every reference to t	the Seller shall be interpreted			
2.2. The Business may	••••••••••••••••••••••••••••••••••••••			

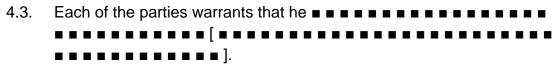
	2.3.	Every reference to the Business shall be interpreted as • • • • • • • • • • • • • • • • • •
	2.4.	Every reference to the Company
3.	Inte	rpretation
	This a	agreement = = = = = = = = = = = = = = = = = = =
	3.1.	A reference to a person includes a a a a a a a a a a a a a a a a a a a
	3.2.	A reference to the knowledge, information, belief or awareness • • • • • • • • • • • • • • • • • •
	3.3.	A reference to a paragraph or schedule is to •••••••••••••••••••••••••••••••••••
	3.4.	The headings to the paragraphs and schedules (• • • • • • •) • •
	3.5.	Any agreement by any party not to do or
	3.6.	[Except where stated otherwise],
	3.7.	All money sums mentioned in this
	3.8.	This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any

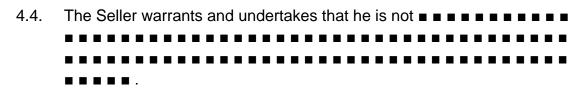


4. Entire agreement

4.1.	Each party acknowledges that this agreement and the Disclosure Letter			
4.2.	So far as any relevant law permits, conditions, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			







5. Buyer's acknowledgment of inspection

The Buyer admits that:

- 5.2. he enters into this agreement on the basis of

6. Agreement for sale

6.1.	Subjec	ct to the terms of this agreement, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	6.1.1	the Business as a going concern;
	6.1.2	the lease of the Property;
	6.1.3	the Assets;
	6.1.4	the Stocks;
	6.1.5	the Domain Name(s);
	6.1.6	the Website;
	6.1.7	the benefit of the Contracts, ••••••••;
	6.1.8	all other Assets owned by
6.2.	Compl	etion shall take place today,
6.3.	The as	ssignment of the leasehold
	••••	
Trai	nsfer	of Contracts
The S	Seller un	dertakes that for a period of [three] years, he will do his utmost
		,======================================
7.1.	enter i	nto any novation agreement.
7.2.	-	e information about any •••••••••••••••••••••••••••••••••••
7.3.	confirm	n to any person or governmental authority such details ■ ■ ■ ■

		•••.
	7.4.	immediately inform the
8.	The	Price
	8.1.	The Price \blacksquare
	8.2.	The Price shall be paid as follows:
		8.2.1 as to £ [amount], by banker's draft / = = = = = = = = = = = = = = = = = =
		•••••
		8.2.2 as to the ************************************
	8.3.	If the assignment of the Lease cannot be completed today, •••••
		£[]
	8.4.	Value added tax will
		[list property on which VAT payable].
	OR	
	8.5.	The Price
9.	Item	s to be delivered at completion
		eller shall handover to the Buyer or otherwise deliver
	9.1.	whatever the = = = = = = = = = = = = = = = = = = =

9.2.	all data in electronic form,
9.3.	complete records relating to Employees, •••••••, •••
9.4.	signed and certified copy of the minutes of a meeting of the shareholders of the Company authorising
	[
9.5.	assignment of the leasehold Property [unless = = = = = = = = = = = = = = = = = =
9.6.	transfers of the •••••;
9.7.	marketing material of every sort in any medium;
9.8.	all other = = = = = = = = = = = = = = = = = .
Con	npletion
	As soon as the items listed above have passed into the possession ■ ■
	As soon as the items listed above have passed into the possession , , , , , , , , , , , , , , , , , ,
10.1.	As soon as the items listed above have passed into the possession 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
10.1.	As soon as the items listed above have passed into the possession 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

	10.4.	The Seller has a continuing obligation to do what is • • • , • • • •
	40.5	The December 1 and the other late.
	10.5.	The Buyer shall not be obliged to
	10.6.	If any or all of the transactions set out in this paragraph do not ••••
11.	Emp	oloyees transferred
	11.1.	The parties agree that with effect from today, the
	11.2.	The Buyer agrees to indemnify the Seller against any
12.	Valu	ie Added Tax (VAT)
	12.1.	The parties shall procure that the sale of the Business is deemed to be
		1994, ••••49••••4•••8 (1)(••••).
	12.2.	The Seller shall immediately deliver to the Buyer such value added 1994, 199

12.3.	The Bu	yer shall for a period of not less than [6 years] = = = = = = = = = = = = = = = = = = =
War	rantie	s by the Seller
13.1.	The Se	ller warrants to the Buyer that:
	13.1.1	the Warranties set •••••[4]•••••••••••••••••••••••••••••••
	13.1.2	the Disclosures are true, accurate and comprehensive;
	13.1.3	where any Warranty refers to the knowledge, information
	13.1.4	where the subject matter of a Warranty may refer both to the ■
13.2.	The Se	ller agrees to indemnify the Buyer against all costs claims and ■
13.3.	The Wa	arranties in this agreement are not
OR	••••	
13.4.	no clair	arranties in this agreement are not limited in monetary value, but n = = = = = = = [= = =] = = = = = = = =

...............

14.	Limitation	of Seller's	liability
-----	------------	-------------	-----------

Except in the case of death or personal injury, the total liability of the Seller under
======£[10,000].=================================

15. Future activities

	er to give the = = = = = = = = = = = = = = = = = = =
	commence or continue any business or activity \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
15.2.	within [three years] of today, employ or provide work
15.3.	trade under any name

16. The Guarantee

16.1.	[Each o	f] = = = = = = = = = = = = = = = = = = =
	16.1.1	that every statement, ••••••••••••••••••••••••••••••••••••
	16.1.2	that he will procure •••••••• ;
	16.1.3	that he will indemnify the Buyer against all
16.2.	[Each c	f] The Guarantor accepts that compliance by the

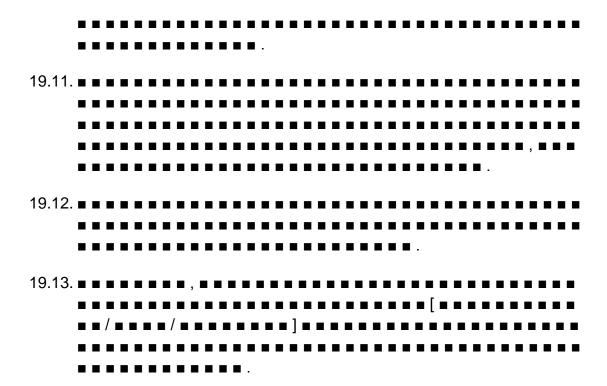
		-,
16.3.	[Each o	of] The Guarantor accepts that the Buyer is
16.4.	This gu	arantee is limited to:
	16.4.1	the sum of [sum] in total;
	16.4.2	claims notified to •••••••••••••••••••••••••••••••••••
Con	fident	iality
17.1.	The Se	ller now undertakes that he will:
	17.1.1	except as provided in this ••••, •••••;
	17.1.2	not use the Confidential • • • • • • • • • • • • • • • • • • •
	17.1.3	not use any name or mark similar
		;
	17.1.4	not use any trade name or
17.2.	The ob	ligations set out in this paragraph
17.3.	The pro	ovisions of this paragraph shall continue

18.	Pub	licity /	Announcements
	18.1.	No pub	lic or press announcement shall be made
	OR		
	18.2.	No part	y shall:
		18.2.1	make any public announcement; or
		18.2.2	disclose any information; or
		18.2.3	allow expressly or by default any other person • • • • • • •
		except,	that no party shall be prohibited from making
	18.3.	The pa	rties agree to the issue of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

19. Miscellaneous matters

19.1.	No amendment or variation to this agreement
	,
19.2.	The parties acknowledge and agree that this ••••••••
19.3.	So far as any time,
	,
19.4.	If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated

	,
19.5.	
19.6.	
13.0.	
19.7.	
19.8.	
10 0	
13.3.	
	It shall be deemed to have been delivered:
	■ ■ ■ ;
	••••72••••••;
	24
	■ ■].
10.40	
19.10	



Signed by [personal name] on behalf of [named Seller] as its / his representative who personally accepts liability for the proper authorisation by [named Seller] to enter into this agreement.

Signed by [personal name] on behalf of [named Buyer] as its / his representative who personally accepts liability for the proper authorisation by [named Buyer] to enter into this agreement.

Signed by [personal name] on behalf of [named Guarantor] as its / his representative who personally accepts liability for the proper authorisation by [named Guarantor] to enter into this agreement.

OR

Signed by [Seller name in full]

AND

Signed by [Buyer name in full]

AND

Signed by [Guarantor name in full]

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	9.3																
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Signed by [personal name], duly authorised for the Seller
Witness to signature:
Name:
Address
Signed by [personal name], duly authorised for the Buyer
\Mitness to signature:
Witness to signature:
Name:
Address
Signed by [personal name], the Guarantor
Witness to signature:
Name:
Address

Schedule 2: Assets

[list assets]

Schedule 3: Excluded Assets

[list excluded assets]

Sch	eaui	e 4	l: V	va	rra	ınt	ile	S																			
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Acco	unts																										
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9.	
10.	The Accounts:
	10.1.
	10.2.
	10.3.
11.	
12.	
13.	
	13.1.
	13.2.
	13.3.
Asse	ts
14.	All Assets:
	14.1. are transferred by this agreement and
	14.2.
	14.3.

15.	[
Tradir	ng and contracts
16.	
17.	
18.	=] .
19.	
20.	
Emplo	oyees
21.	The Disclosure Letter contains for each Employee:
	21.1. an employment history;
	21.2. a curriculum vitae;
	21.3. terms of employment;
	21.4. non-contractual matters and informal arrangements.
22.	
23.	.
24.	The Seller is involved in no employment dispute.

25.																								
	:::																							
00																								
26.	•••																							
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	•••																							
27.	•••																							•
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Lease	ehold F	Prope	ty																					
28.	•••					•		•		-		 •					•			•	•	■ .		
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33.		•••				•				•		 •	- 1				•			•	•	= :		
	33.1.	wate	r;																					
	33.2.	drain	age;	· !																				
	33.3.	electi	ricity	, ;																				
	33.4.	gas.																						
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34.	•••	•••	••																		-			
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35.	As to	the lease:
	35.1.	,
	35.2.	;
	35.3.	there are no rent reviews in progress.
36.	:::	
Inforn	nation	technology ("IT")
37.	•••	
	37.1.	the name;
	37.2.	name and contact information of registrant;
	37.3.	
	37.4.	date to which the name is registered;
38.	:::	••••••
39.		
40.		
	40.1.	;
	40.2.	an email service provider.
41.		

	,
43.1.	
13.2	what password he uses;
70.2.	what password he uses,
43.3.	
	;
43 4	

End of Warranties

Schedule 5: Press release

[Set down the text you have agreed.]

Explanatory notes:

Business sale agreement: takeaway food retailer

General notes

1. Parties named

In naming a party at the top of the document, use the personal version for any human person or people who are together a partnership, and the \blacksquare \blacksquare \blacksquare \blacksquare

2. The Guarantee

This note covers the general proposition about a guarantee. As you will appreciate, a contract with a company is often worth nothing. The money you pay could be in the Bahamas with the director and his wife a few hours after you have completed. If you buy from a human person, you are safer, but

You can obtain additional security by structuring your deal for payment in instalments, particularly if the amount is related to profit performance. Most sellers will be reluctant to accept this,

3. Advantage to the buyer

This document is usually drawn and submitted by the buyer to the seller. If you are the seller, you have a great advantage if you are able to present this draft to

4. Warranties and disclosure letter

The seller has a reason to sell. That may not be the reason he has given to you. The only way you can cover yourself is through the warranties. An agreement for the sale and purchase of a business or a company is all about the warranties. What you ask in warranties, and what the seller replies in the disclosure letter are of great importance. If a warranty does not apply, delete it. Generally, do
Disclosure letter to be worked up
The agreement proposes that the disclosure letter is handed over at completion. It is - in the final accepted version. However, the buyer should obtain a draft disclosure letter as soon as ever possible. It will contain many matters for the buyer's further investigation. It is likely that
Real property references
If no lease is to change hands, delete all references to it. Otherwise, read on. A formal legal assignment of each lease will be required. This document ■ ■
••.
Initial extra pages
In a document as complicated as this, it is good practice for all parties to initial each page
Recognition of our copyright in this document
We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net
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If you would like our legal team to check your edited version, we \blacksquare \blacksquare \blacksquare \blacksquare

Please contact our support team at support@netlawman.co.uk for further information.

Paragraph specific notes

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

1. Definitions

For "Confidential Information", we have provided a very full menu of items.

Depending on your business,

But if you do change any defined word, make sure it applies to every capitalised use

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

2. Corporate seller provisions

This paragraph enables the references to "Business" to have legal meaning when the legal reality is that a "business" does not exist. It cross references the parties and obligations back to the true seller, whether a company or an individual. If the seller

3. Interpretation

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.

4. Entire agreement

5. Buyer's acknowledgment of inspection

6. Agreement for sale

There is an overlap in this list: use the descriptions that are most **\\ \B \B \B \B \B \B**

7. Transfer of contracts

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

8. The Price

The buyer may wish to apportion the purchase price among the assets first, for tax purposes; and second, so that if by chance some item is not available on completion, there is some yardstick for a claim. In most cases however, the basis for

For various tax purposes it may be important to specify **\Bar \Bar \Bar \Bar \Bar \Bar \Bar \Bar**

- Goodwill
- Leasehold property
- Assets
- Stock for sale or manufacture

You should consult an accountant as to the most favourable apportionments, although the other party will also have a view as to what is or is not acceptable. It may be necessary to obtain clearance from HM Revenue and Customs in advance. This

9. Items to be delivered at completion

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 of them when you send him with a copy of this agreement in final form. Remember to
. .
The necessity to transfer rights and contracts with third party suppliers causes problems. Issues arise because Internet service suppliers usually operate on inflexible standard terms. Many have no procedure for fast transfer of
We suggest that the best way must be to put the obligation on the seller to get all service changes in place. That means the seller has to contact all these people and sort out their systems and procedures. He can do that more easily
Alternatively, the buyer should open his own separate account with each service provider. Even that
Completion
It is a matter of negotiation and agreement as to the mechanics of completion and in particular when final issues are to be completed. Leasehold property will have been dealt with in advance, but domain names may present more difficulty since there are no provisions for a conditional transfer. The buyer has to decide how long he is prepared to allow for the transfer and whether he will avoid the contract if the seller fails to arrange the transfers. It is certainly useful to the
The power to rescind is very strong. Usually, when a buyer has taken control of a business, neither side wants to contemplate rescission.
Employees transferred
The law is quite complicated. Put very simple, an employer may not sell or transfer any business organisation ("undertaking") without also transferring the employees who
Effect of relevant transfer on contracts of employment

(1) Except where objection is made under paragraph (7), a relevant transfer shall not operate so as to terminate the contract of employment of any perso employed by the transferor and assigned to the organised grouping of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
= = .	
(2) Without prejudice to paragraph (1), but subject to paragraph (6), ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	-
(a)all the transferor's rights, powers, duties and liabilities under or in	! =
(b)any act or omission before the transfer is completed, of or in relation to the transferor in respect of that contract or a	
(3) Any reference in paragraph (1) to a person employed by the transferor are assigned to the organised grouping of resources or employees that is subject to a relevant transfer, is a reference to a person so employed immediately before the transfer, or who would have been so • • • • • • • • • • • • • • • • • •	et •
	.
(4) Subject to regulation 9, in respect of a contract of employment that is, or will be, transferred	-
(a)the transfer itself; or	
(b)a reason connected with the transfer that is not ■ ■ ■ ■ ■ ■ ■ ■ .	•
(5) Paragraph (4) shall not prevent the employer and his employee, whose contract of employment is, or will ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ (1), ■ ■	

(a)a reason connected with the transfer that is an ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
(b)a • • • • • • • • • • • • • • • • • • •
(6) Paragraph (2) shall not transfer or otherwise affect the liability ■ ■ ■ ■ ■
(7) Paragraphs (1) and (2) shall not operate to transfer the contract of employment and the rights, powers, duties • • • • • • • • • • • • • • • • • • •
(8) Subject to paragraphs (9) and (11), where an employee so objects, the relevant transfer shall operate so as to
,,
(9) Subject to regulation 9, where a relevant transfer involves or would involve a substantial change in working conditions to the material detriment of a person whose contract of employment is or would
(10) No damages shall be payable by an employer as a result of a dismissal falling within paragraph (9) in respect
(11) Paragraphs (1), (7), (8) and (9) are without prejudice to any right of an ■
Value Added Tax (VAT)
First, be sure to apply to be registered for VAT before this agreement is signed, so that

The paragraph refers to Section 49 . • • • • • • • • • • • • • :
Transfers of going concerns
(1) Where a business , or part of a business, carried on • • • • • • • • • •
,—
(a) for the purpose of determining whether the transferee is liable to be registered under this Act he shall be treated as having
(2) Without prejudice to subsection (1) above, the Commissioners may by regulations make provision for securing continuity in the application of this Act in cases where a business,
•••••
(2A) Regulations under subsection (2) above may, in particular, provide for the duties under this Act of the transferor to preserve records relating to
(3) Regulations under subsection (2) ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
(a)for liabilities and duties under this Act (excluding sections 59 to 70) of the transferor (other than the duties mentioned in \blacksquare \blacksquare \blacksquare (2A) \blacksquare \blacksquare \blacksquare) \blacksquare
(b) for any right of either of them to repayment or credit in respect ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
but no such provision as is mentioned in paragraph (a) or (b) of this subsection shall have

the guarantor. In addition, in another paragraph, the guarantor guarantees the performance of the contract by the seller. The buyer's position against \blacksquare \blacksquare \blacksquare

The guarantor may have a lesser interest than the legal seller, for example as a non-executive director of the seller, or as a relative of the seller if an individual. In that case,
The extent of the guarantee can also be
Generally, it is good practice to delete irrelevant warranties, but by all means leave in "tough" = = = = = = = = = = = = = = = = = = =
To claim for breach of warranty the buyer must prove money loss. He is also under a duty of care to reduce his loss so far as
,
•••••••••
Limitation of Seller's liability
Limitation of Seller's liability This paragraph limits the liability of the seller. This is a usual provision, but flexible,
This paragraph limits the liability of the seller. This is a usual provision, but flexible,
This paragraph limits the liability of the seller. This is a usual provision, but flexible,

16. The Guarantee

......

14.

	This agreement is guaranteed by two individuals. If the seller is \blacksquare \blacksquare \blacksquare \blacksquare
	This is a very tough guarantee. It assumes that the guarantors are able to perform - that they are the people with whom you have negotiated your purchase. In court, a guarantee is usually treated as
17.	Confidentiality
	Warranties cover only matters that exist at the date of the sale. The future must be covered separately. Confidential information is defined as that relating to the business, so this paragraph protects the secrets of the
18.	Publicity / Announcements
	Edit or delete.
19.	Miscellaneous Matters
	A number of special points. We have identified each of these as important to protect you. Some are relevant to particular paragraphs in the document, some apply more
	These are just as valid in law as if we had written them
Nata	
Note	es on the schedules
Sched	dule 1: Leasehold property
We ha	ave provided a full leasehold assignment document, effective to

However, the seller should also require a document in which the landlord gives his consent to the assignment
Schedule 2 - Assets
List assets to be sold
Schedule 3 - Excluded Assets
List excluded assets
Schedule 4 - Warranties:
Note: matters relating to warranties
To use this document you have to understand how warranties work.
Warranties - the inside-out promises
I will now address the task itself and tell you how to make it happen. The first matter to consider
••••••••••••
The agreement is drawn by the buyer. That is fair because the buyer knows nothing about the business and the seller knows everything (we hope)! So the

Warranties work like this: I am a	•
The letter of disclosure is the other "half" of the process. In my letter of disclosure, I refer in turn to each of the warranties you	
	•
	J I
In that way, before he can sue you, the buyer has to	•
"Where any warranty refers to the knowledge, information • • • • • • • • • • • • • • • • • • •	•
Suppose the seller warrants:	-
"Neither the seller nor any of its shareholders = = = = = = = = = = = = = = = = = = =	•
The reply to this	
Now, finally, let us suppose the warranty had not been in the draft agreement at all. This is what would have happened:	

You m	nay find aspects of my illustration to be immoral. That may
Warra The "	nties - seller's tactics task" of the seller is essentially to provide full and truthful information and to ■
	eller, = = = = = = = = = = = = = = = = = = =
•	You be the one to •••••••••••••••••••••••••••••••••••
•	; ■ ■ ■ ■ When you receive the draft ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
•	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

Warranties: drafting notes continued It is good practice to delete irrelevant warranties,	
Some solicitors acting for a buyer will see the provision of warranties as an opportunity to go back to	•
If the seller is represented by a solicitor, you will have to decide whether this create an unlevel playing field.	• • • • • • • • • • • • • • • • • • •
Set out the warranties according to the transaction. Do not include warranties which	:h
However, if your warranties are all "absolute" in matters where it is unreasonable to expect the seller to a selle	• , • .
If you want a fair and satisfactory outcome, use warranties.	ı =

General

These are very
With reference to licences and consents: in any business which has been operating for more
Accounts
The basis of valuation of the business is likely to have been the last audited annual accounts,
Assets
The most important answers sought here are as • • • • • • • • • • • • • • • • • •
Trading and Contracts
It is unlikely that the buyer will take over many of the contracts. It is
Even if a contract, with an important supplier, for example, is not
This section covers every contract - from customers and suppliers to the office cleaner and the car lease. Particular care should be taken with

The most common reason for litigation about contracts arises because someone,
Employees
You may wish to read the Net Lawman article on transfer of business ownership at http://www.netlawman.co.uk/ia/transfer-undertakings-guidance-employers . The proposition in law is that the transfer of the ownership of any employment establishment ("undertaking") is not a satisfactory reason to terminate the employment of any employee. Employees are handed over with their employment history intact, for better or for worse.
Despite these extensive = = = , = = = = = = = = = = = = = = =
Leasehold Properties
Most of these items
Personal data protection
We suggest leave it as is.
Information technology ("IT")
A domain name used in e-commerce is not merely a , , , , , , , , ,

Schedule 5 - Press release

Provide text or delete if not required

End of notes