

Sale agreement: home based trading business

Date: [date]

Between:

The Buyer is: [name] ■ ■ ■ ■ [■ ■ ■ ■]

The Seller is: [name] ■ ■ ■ ■ [■ ■ ■ ■]

The Guarantor is: [name] ■ ■ ■ ■ [■ ■ ■ ■]

Contents

1. Definitions
2. Corporate seller provisions
3. Interpretation
4. Entire agreement
5. Agreement for sale
6. Transfer of contracts
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8. Items to be delivered at completion
9. Completion
10. Stocks
11. Creditors and liabilities
12. Value Added Tax (VAT)
13. Warranties by the Seller
14. Future activities
15. Confidentiality
16. Publicity / Announcements
17. Miscellaneous matters

Schedule 1: Press release

Schedule 2: Warranties

General

Accounts

Assets

Trading and contracts

Personal data protection

Information technology ("IT")

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]

OR

Corporate version

[illegible][illegible]

The First Guarantor is: [name]
of [private address]

The Second Guarantor is: [name]
of [private address]

NOTE:

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

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 been audited.

"Assets" means all tangible and intangible assets
whatever, owned by the ■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■.

“Agent” means a third party who has contracted to re- ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ / ■ ■ ■ ■].

"Business" means the [type of business] business carried on by the Seller until this today under the name and

■■■■■■■■■■ [■■■■■■■■■■] ■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■.

[illegible]

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

information created or arising from this agreement;

[illegible]

"Contracts" means current contracts of the [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

"Creditors" means trade creditors and accrued

.....

..... .

means any
 :

[name2].com

[name3].co.uk

means the Internet service provider; ■■■■■■
 ■■■■■■
 ■■■■■■
 ■■■■.

[illegible]

means the $\square \square \square \square \square \square \square \square \square \square \square \square \square \square \square \square$
 $\square \square \square \square \square \square \square \square$.

[illegible][illegible]

means the warranties and undertakings [13] [2].

means www.[URL] and www.[URL] and ■■■■■
■■■■■
■■■■■
■■■■■
■■■■■

2. Corporate seller provisions

If the Seller is a _____, _____,
 _____:

- [illegible]

3. Interpretation

[illegible]

- [illegible]

8. Items to be delivered at completion

[illegible]

- 8.1. whatever the ■■■■ ;
- 8.2. all books of account;
- 8.3. computer programmes used in ■■■■ , ■■■■ ;
- 8.4. all data relating to the Business, ■■■■ , ■■■■ ;
- 8.5. all information and records relating to customers and suppliers,
including a list of all the [■■■] ■■■■
[■■■■], ■■■■ ;
- 8.6. complete records relating to Employees, ■■■■ , ■■■■
[6] ■■■■ .
- 8.7. [[only if the seller is a limited company](#)] signed and certified copy of the
minutes ■■■■
■■■■
■■■■
■■■■ ;
- 8.8. transfers of the ■■■■ , ■■■■ ;
- 8.9. marketing material of every sort in any medium;
- 8.10. a list of sales Agents and agents, identifying sales ■■■■
■■■■ , ■■■■
■■■■ ;
- 8.11. all other ■■■■ .

9. Completion

- [illegible]

10. Stocks

- 10.1. For the purpose of [REDACTED], [REDACTED] £ [REDACTED].

OR

10.2. The parties shall within [3 days] of today's date jointly attend to the

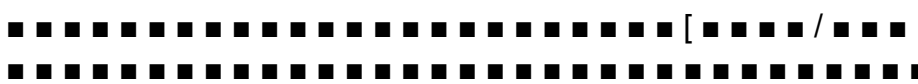









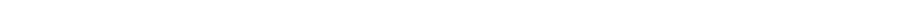

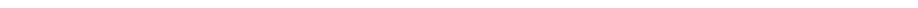





AND

[illegible]










































































































11. Creditors and liabilities

[illegible]

OR

11.2.  [  /  ]   . 











11.3.

11.4.  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .  .

[illegible][illegible]

12.3. ■■■■■ [6 ■■■■] ■■■■■ , ■■■■■
 , ■■■■■ .

13.1.

[illegible][illegible]

[illegible][illegible]














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Schedule1: Press release

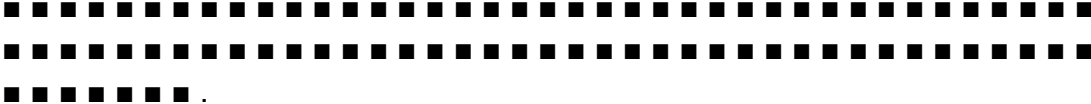
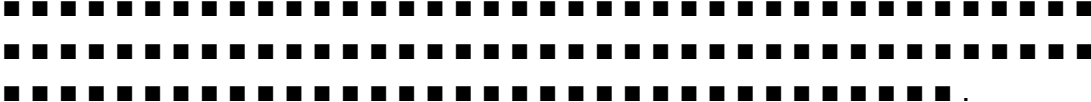






[Set down the text you have agreed.]

Schedule 2: Warranties

General

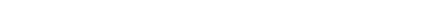
1. 

2. 

3. 

4. 


5. 




Accounts

6.  .
7.  .
8.  ,  ,  ,  ;  ;  .

Assets

9. All Assets:
 - 9.1. are transferred by this agreement and
 - 9.2. are owned outright by the Seller.

9.3. 
;

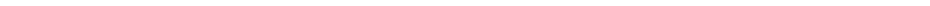
[illegible]

Trading and contracts

[illegible][illegible]

13. $\frac{1}{2} \times \frac{1}{3} = \frac{1}{6}$, $\frac{1}{3} \times \frac{1}{4} = \frac{1}{12}$, $\frac{1}{4} \times \frac{1}{5} = \frac{1}{20}$, $\frac{1}{5} \times \frac{1}{6} = \frac{1}{30}$, $\frac{1}{6} \times \frac{1}{7} = \frac{1}{42}$, $\frac{1}{7} \times \frac{1}{8} = \frac{1}{56}$, $\frac{1}{8} \times \frac{1}{9} = \frac{1}{72}$, $\frac{1}{9} \times \frac{1}{10} = \frac{1}{90}$, $\frac{1}{10} \times \frac{1}{11} = \frac{1}{110}$, $\frac{1}{11} \times \frac{1}{12} = \frac{1}{132}$, $\frac{1}{12} \times \frac{1}{13} = \frac{1}{156}$, $\frac{1}{13} \times \frac{1}{14} = \frac{1}{182}$, $\frac{1}{14} \times \frac{1}{15} = \frac{1}{210}$, $\frac{1}{15} \times \frac{1}{16} = \frac{1}{240}$, $\frac{1}{16} \times \frac{1}{17} = \frac{1}{272}$, $\frac{1}{17} \times \frac{1}{18} = \frac{1}{306}$, $\frac{1}{18} \times \frac{1}{19} = \frac{1}{342}$, $\frac{1}{19} \times \frac{1}{20} = \frac{1}{380}$, $\frac{1}{20} \times \frac{1}{21} = \frac{1}{420}$, $\frac{1}{21} \times \frac{1}{22} = \frac{1}{462}$, $\frac{1}{22} \times \frac{1}{23} = \frac{1}{506}$, $\frac{1}{23} \times \frac{1}{24} = \frac{1}{552}$, $\frac{1}{24} \times \frac{1}{25} = \frac{1}{600}$, $\frac{1}{25} \times \frac{1}{26} = \frac{1}{650}$, $\frac{1}{26} \times \frac{1}{27} = \frac{1}{702}$, $\frac{1}{27} \times \frac{1}{28} = \frac{1}{756}$, $\frac{1}{28} \times \frac{1}{29} = \frac{1}{812}$, $\frac{1}{29} \times \frac{1}{30} = \frac{1}{870}$, $\frac{1}{30} \times \frac{1}{31} = \frac{1}{930}$, $\frac{1}{31} \times \frac{1}{32} = \frac{1}{992}$, $\frac{1}{32} \times \frac{1}{33} = \frac{1}{1056}$, $\frac{1}{33} \times \frac{1}{34} = \frac{1}{1122}$, $\frac{1}{34} \times \frac{1}{35} = \frac{1}{1190}$, $\frac{1}{35} \times \frac{1}{36} = \frac{1}{1260}$, $\frac{1}{36} \times \frac{1}{37} = \frac{1}{1332}$, $\frac{1}{37} \times \frac{1}{38} = \frac{1}{1406}$, $\frac{1}{38} \times \frac{1}{39} = \frac{1}{1482}$, $\frac{1}{39} \times \frac{1}{40} = \frac{1}{1560}$, $\frac{1}{40} \times \frac{1}{41} = \frac{1}{1640}$, $\frac{1}{41} \times \frac{1}{42} = \frac{1}{1722}$, $\frac{1}{42} \times \frac{1}{43} = \frac{1}{1806}$, $\frac{1}{43} \times \frac{1}{44} = \frac{1}{1892}$, $\frac{1}{44} \times \frac{1}{45} = \frac{1}{1980}$, $\frac{1}{45} \times \frac{1}{46} = \frac{1}{2070}$, $\frac{1}{46} \times \frac{1}{47} = \frac{1}{2162}$, $\frac{1}{47} \times \frac{1}{48} = \frac{1}{2256}$, $\frac{1}{48} \times \frac{1}{49} = \frac{1}{2352}$, $\frac{1}{49} \times \frac{1}{50} = \frac{1}{2450}$, $\frac{1}{50} \times \frac{1}{51} = \frac{1}{2550}$, $\frac{1}{51} \times \frac{1}{52} = \frac{1}{2652}$, $\frac{1}{52} \times \frac{1}{53} = \frac{1}{2756}$, $\frac{1}{53} \times \frac{1}{54} = \frac{1}{2862}$, $\frac{1}{54} \times \frac{1}{55} = \frac{1}{2970}$, $\frac{1}{55} \times \frac{1}{56} = \frac{1}{3080}$, $\frac{1}{56} \times \frac{1}{57} = \frac{1}{3192}$, $\frac{1}{57} \times \frac{1}{58} = \frac{1}{3306}$, $\frac{1}{58} \times \frac{1}{59} = \frac{1}{3422}$, $\frac{1}{59} \times \frac{1}{60} = \frac{1}{3540}$, $\frac{1}{60} \times \frac{1}{61} = \frac{1}{3660}$, $\frac{1}{61} \times \frac{1}{62} = \frac{1}{3782}$, $\frac{1}{62} \times \frac{1}{63} = \frac{1}{3906}$, $\frac{1}{63} \times \frac{1}{64} = \frac{1}{4032}$, $\frac{1}{64} \times \frac{1}{65} = \frac{1}{4160}$, $\frac{1}{65} \times \frac{1}{66} = \frac{1}{4290}$, $\frac{1}{66} \times \frac{1}{67} = \frac{1}{4422}$, $\frac{1}{67} \times \frac{1}{68} = \frac{1}{4556}$, $\frac{1}{68} \times \frac{1}{69} = \frac{1}{4692}$, $\frac{1}{69} \times \frac{1}{70} = \frac{1}{4830}$, $\frac{1}{70} \times \frac{1}{71} = \frac{1}{4970}$, $\frac{1}{71} \times \frac{1}{72} = \frac{1}{5112}$, $\frac{1}{72} \times \frac{1}{73} = \frac{1}{5256}$, $\frac{1}{73} \times \frac{1}{74} = \frac{1}{5402}$, $\frac{1}{74} \times \frac{1}{75} = \frac{1}{5550}$, $\frac{1}{75} \times \frac{1}{76} = \frac{1}{5700}$, $\frac{1}{76} \times \frac{1}{77} = \frac{1}{5852}$, $\frac{1}{77} \times \frac{1}{78} = \frac{1}{6006}$, $\frac{1}{78} \times \frac{1}{79} = \frac{1}{6162}$, $\frac{1}{79} \times \frac{1}{80} = \frac{1}{6320}$, $\frac{1}{80} \times \frac{1}{81} = \frac{1}{6480}$, $\frac{1}{81} \times \frac{1}{82} = \frac{1}{6642}$, $\frac{1}{82} \times \frac{1}{83} = \frac{1}{6806}$, $\frac{1}{83} \times \frac{1}{84} = \frac{1}{6972}$, $\frac{1}{84} \times \frac{1}{85} = \frac{1}{7140}$, $\frac{1}{85} \times \frac{1}{86} = \frac{1}{7310}$, $\frac{1}{86} \times \frac{1}{87} = \frac{1}{7482}$, $\frac{1}{87} \times \frac{1}{88} = \frac{1}{7656}$, $\frac{1}{88} \times \frac{1}{89} = \frac{1}{7832}$, $\frac{1}{89} \times \frac{1}{90} = \frac{1}{8010}$, $\frac{1}{90} \times \frac{1}{91} = \frac{1}{8190}$, $\frac{1}{91} \times \frac{1}{92} = \frac{1}{8372}$, $\frac{1}{92} \times \frac{1}{93} = \frac{1}{8556}$, $\frac{1}{93} \times \frac{1}{94} = \frac{1}{8742}$, $\frac{1}{94} \times \frac{1}{95} = \frac{1}{8930}$, $\frac{1}{95} \times \frac{1}{96} = \frac{1}{9120}$, $\frac{1}{96} \times \frac{1}{97} = \frac{1}{9312}$, $\frac{1}{97} \times \frac{1}{98} = \frac{1}{9506}$, $\frac{1}{98} \times \frac{1}{99} = \frac{1}{9702}$, $\frac{1}{99} \times \frac{1}{100} = \frac{1}{9900}$.

[illegible][illegible]

16. 

Personal data protection

[illegible]


18. $[\text{ }]$,


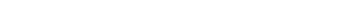
Information technology (“IT”)

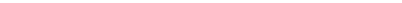
[illegible]

19.2. name and contact information of registrar:

[illegible]

20.  .

21.  , .

22.  :

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

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Explanatory notes:

Sale agreement: home based trading business

General notes

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

1. Parties named

[illegible]

2. Advantage to the buyer

[illegible]

3. Warranties

[illegible]

4. Initial extra pages

[illegible]

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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, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

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

[illegible]

3. Interpretation

[illegible]

4. Entire agreement

other document or web ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

5. Agreement for Sale

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

6. 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 ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■. ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■.

7. The Price

[illegible]

8. 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

.....

.....

.....,

.....

It is not of course necessary to physically move or hand assets to the buyer.
Delivery means delivery of possession. Some assets may of course be
handed over physically,

[REDACTED]

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

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 their service. This puts a business buyer in a difficult position. Take a payment service provider.

■ ■

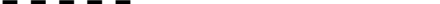



We suggest that the best way must be to put the obligation on the seller to get all service changes in place, subject to a telephone call, which can be made on the same day as completion of the [REDACTED]. [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]
[REDACTED]
[REDACTED].

9. Completion

The power to rescind is very strong. Usually, when a buyer has taken control of _____, _____ . _____
_____ “ _____ ” _____ .

Stock can be anything, so the agreement is drawn in broad terms. In practice, there will be occasions when ten people employed by auditors will be needed to count the stocks and other occasions when

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These are just as valid in 
, 
.

Trading and Contracts

The buyer's requirement for details of customers and suppliers will be 1,000.

Personal data protection

We suggest leave it as is.

Information technology (“IT”)

End of notes