

Business sale agreement: café or sandwich shop

Date: [date]

Between:

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

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

Contents

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9. Creditors and liabilities
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11. Warranties by the Seller
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The Schedule 1: Leasehold Property

The Schedule 2: Warranties

General

Accounts

Assets

Trading and contracts

Leasehold Property

Personal data protection

Information technology ("IT")

11.6 The Warranties in this agreement are not limited in monetary value, but no claim

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. Future activities

In order to give the
..... , :

12.1 commence or continue any business or activity whatsoever ■■■■■■
 ■■■■■■ [3] ■■■■■■
 ■■■■■■.

[illegible][illegible]

12.4 register nor purchase nor use any Internet domain ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■.

13. Confidentiality

13.1 The Seller now undertakes that he will:

[illegible]

13.1.2 not use the Confidential

13.1.3 not post on the Internet any Confidential Information.

13.2 The provisions of this paragraph shall continue [] .

14. Publicity / Announcements

14.1 No public or press announcement shall be made

OR

14.2 No party shall:

14.2.1 make any public announcement; or

14.2.2 disclose any information; or

[illegible]

15. Miscellaneous matters

[illegible][illegible]

15.3

[The rest of the page contains a large grid of black squares, which appears to be a redacted section or a placeholder for content.]

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

.....
72.....:

[illegible][illegible]

15.10 $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$

Schedule 1: Leasehold Property

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.....
..... 50

[..... , (.....),
..... ,]

1.
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2. [.....]
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3.
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4.
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OR

5. £ [.....] ,
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6. ,
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7.
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OR

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

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

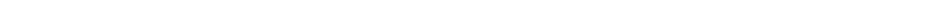
General






1.                              

[illegible]

Accounts

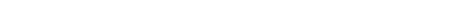
3.    

4. 

5.  ; 




Assets


[illegible]

7.
 :

[illegible]

Trading and contracts

[illegible]







10. 

Leasehold Property

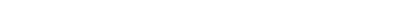
[illegible]

12. $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2}$


13. $\begin{bmatrix} \text{---} \\ \text{---} \end{bmatrix}$.

14.                  

[illegible]

16. 

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

19. 

20. As to the leases:

[illegible]

20.2. there are no rent reviews in progress.

[illegible]

Personal data protection

[illegible][illegible]

Information technology (“IT”)

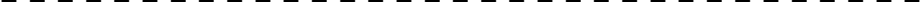
[illegible]

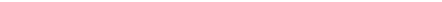
24.1. domain name:

24.2. name and contact information of registrar:

[illegible]

24.4. date to which the name is registered.

25. 

26. 

[illegible][illegible]

27.2. an email service provider.

28. ■■■■■■■■■■ , ■■■■■■■■■■
 ■■■■■■■■■■ : [■■■■]

End of Warranties

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 ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

4. Recognition of our copyright in this document

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[illegible]

5. Document review service

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 ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■. ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■.

6. 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

7. 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,

.

,

[illegible]

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 ■■■■ . ■■■■■■■■■■■■■■■■■■■■

Schedule 2: Warranties:

Warranties: drafting notes continued

[illegible]

General

These are very
.....

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

,

,

Accounts

[illegible]

Assets

The most important answers sought here are as

.....

.....

.....!

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

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

[illegible]

We suggest leave it as is.

We have placed these under a separate heading to cover the special provisions which apply to them.

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" "

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