

ZA-COMbsl01

Business sale agreement: any business

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General

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

The Date of this Agreement is: [Date]

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

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

The Guarantor is [name] of [Private Address]

[Note: if a party is a company, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■]

It is now agreed as follows:

1. Definitions

So far as the context permits, the following words ■■■■■■■■■■
■■■■■ :

[illegible]

"Accounts Date" means the date to which the Principal ■■■■■■■■■■
■■■■■■■■■.

"Assets" means all of the Assets of the Seller ■■■■■■■■■■
■■■■■■■■■■■■■■■■■■.

"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. It includes among other things, information about staff, and their personal contact information, methods of doing business, future plans, policies, suppliers and customers. It includes _____, _____, _____, _____.

[illegible]

"Creditors" means trade creditors and accrued charges in connection with the Business ■■■■■■

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

"Distributor" means a third party who has contracted to assist in some way with ■■■■■■■■■■■■■■■■■■■■
/■■■■.

"Domain Name"

means any or all of the ■■■■■■■■■■

:

[name].com
[name2].com
[name3].co.za

"Employees" means people who are employed by the Seller for ■■■■■■■■■■■■■■■■■■■■■■.

[illegible][illegible]

"Goodwill" means the goodwill in relation to the Business, being goodwill of the Seller until [REDACTED].

"Intellectual Property"	means all intellectual property owned by the Seller and used in the Business, including intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today. and including,
-------------------------	--

"ISP" means the Internet service provider, that is any provider of any service in .

.

[illegible]

"Payment Service Provider" means the banking intermediary who provides the service of Transferring money from the Website ■ ■ ■ ■

Total price [■ ■ ■ ■ ■ ■ ■ ■] ■ ■ ■ ■ []

- OR

The Seller shall hand to the Buyer or otherwise deliver _____,
_____, _____:
_____, _____:

- © Andrew Taylor and Net Lawman Ltd

- [illegible]

- 4.18. A list of sales Distributors and agents, identifying sales
 ,
 .
- 4.19. Policies of insurance, continuing.
- 4.20. All other .

5. Completion

- 5.1. As soon as the items listed above have passed into the possession of the Buyer, the Seller shall be deemed to have transferred to the Buyer all rights and interests in and to the Domain Names listed above.
- 5.2. The Buyer shall be deemed to have accepted the Domain Names listed above.
- 5.3. 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.
- 5.4. As soon as possible and in any event within two days from the date hereof, the Seller shall procure that the Domain Names are transferred to the Buyer.
- 5.5. The Seller has a continuing obligation to do what is necessary to ensure that the Domain Names are transferred to the Buyer.
- 5.6. The Buyer shall not be obliged to pay any fee or charges in connection with the transfer of the Domain Names to the Buyer.

7.3. Where a debtor who has so failed to pay, _____,
_____, _____,
_____, _____.

7.5. The Seller may inspect the books of the Buyer .
 12
 .

8.1. The Seller shall immediately discharge all the debts of the [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

8.3. After today, the Buyer must discharge the outstanding obligations and liabilities of the Seller under the Contracts, ■■■■■■■■■■■■
 ■■■■■■■■■■■■
 ■■■■■■■■■■■■ . ■■■■■
 ■■■■■■■■■■■■
 ■■■■■■■■■■■■.

14. Miscellaneous Matters

[illegible]

14.2. any cause of action arising out of or related to ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■ . ■■■■■ , ■■■■■■■■■■
 ■■■ .

14.3. No waiver by a Party, in exercising any right shall operate as a

[illegible][illegible]

14.6. This Agreement binds
.....

14.7. This Agreement shall be interpreted according to the laws ■■■■■
■■■■■
■■■■■
■■■■■.

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

Witness to signature:

Name:

Address

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

Witness to signature:

Name:

Address

Signed by [personal name], the Guarantor

Witness to signature:

Name:

Address

Schedule 1 - Properties

Part 1: Freehold properties

[For each freehold property, ■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■
■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■■■■■]

1. The Sellers agrees to sell [REDACTED].
2. The Property is sold subject [REDACTED].
3. The Seller sells with full title guarantee.
4. The contract rate shall be four [REDACTED].
5. The balance of the purchase price attributable to the freehold property namely [REDACTED] [REDACTED] [REDACTED].

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

Witness to signature: name:

Address

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

Witness to signature:

Name:

Address

Signed by [personal name], the Guarantor

Address

Witness to signature:

Name:

Address

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

Witness to signature:

Name:

Address

Signed by [personal name], the Guarantor

Witness to signature:

name:

Address

Schedule 2 - Fixed Assets

[List fixed assets]

Schedule 3 - Excluded Assets

[List Excluded Assets]

Schedule 4 - Warranties

[.....
,
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Assets

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 - 6.2.


Have been regularly and properly maintained.
 - 6.3.

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 - 6.4.

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.....)
..... [.....
.....] 6

Stocks

7.  
 
8.  
 

9. 

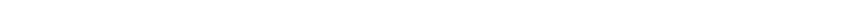
[illegible][illegible]

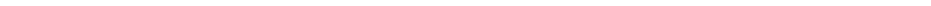
Accounts


12. Since the Accounts Date:


12.1. The Business has operated in its normal way.


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


12.6. 


13. 


14. 












[illegible][illegible]

24. 

[illegible]

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

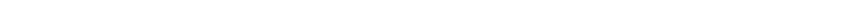
Suppliers and Customers

[illegible]

28. So far as the Seller is aware:

[illegible][illegible]

Licences, consents and passwords

29. 

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30.
..... (.....)
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31.
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32. ,
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Insurance

33. ,
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34.
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35.
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Joint Ventures and Partnerships

36. The Seller:

36.1.
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36.2.
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36.3. ,
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Statutory restrictions

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Litigation

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Seller's activities

42.
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43. (.....)
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44.  .

Contracts

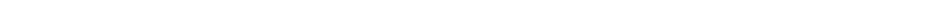
47. None of the Contracts:

47.2. $\dots - \dots (\dots$
 \dots
 $\dots [6] \dots$
 $\dots)$.

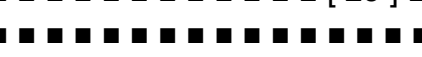


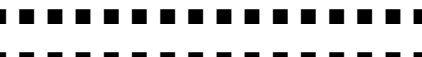
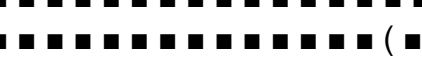

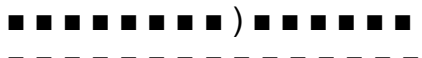

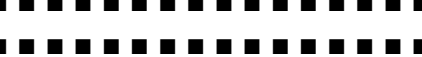


47.4. $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$

47.6. $\begin{bmatrix} \vdots \\ \vdots \\ \vdots \\ \vdots \end{bmatrix} = \begin{bmatrix} \vdots \\ \vdots \\ \vdots \\ \vdots \end{bmatrix} [10] \begin{bmatrix} \vdots \\ \vdots \\ \vdots \\ \vdots \end{bmatrix}$

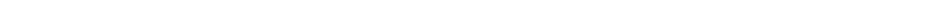
[illegible]

48. 


[illegible][illegible]

51.  [25]  [25] 


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[illegible][illegible]

54. 

Defective Products and Service Liabilities

55. 

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56.
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Properties

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63.
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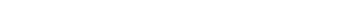
64.
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.....,,

65.
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.....

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

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

92. 

93.  .

[illegible][illegible]

General

[illegible][illegible]

End of warranties

Schedule 5 Pension scheme and arrangements

Explanatory notes:

Business sale agreement: any business

General notes

- [illegible]

We know your first thought will be: “Good heavens, do I really need this lot?” Well, the answer is “Yes, probably”. Even the smallest business has accounts (we hope!) confidential info ■■■■■■■■■■ (■■■■■■■■■, ■■■■■■■■■■, ■■■■■■■■■■).

[illegible]

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

For various tax purposes it may be important to specify ■■■■■■
 ■ :

[illegible]

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, such as keys and certain books of account. If the buyer will not be , , .

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.

[illegible][illegible]

5 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

[illegible]

6 Stocks

Stocks 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

"Where any Warranty refers to the knowledge, information or belief of the Seller, he undertakes that it has made _____
_____. _____, _____, _____
_____!"

[illegible][illegible]

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,

[REDACTED]

[REDACTED]

[REDACTED] . [REDACTED]

[REDACTED]

[REDACTED]. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

- 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

[illegible]

However, if your warranties are all “absolute” in matters where it is unreasonable to expect the seller to _____ ,
_____, _____ , _____ ,
_____ . _____ . _____ .
_____.
_____ “ _____ ” _____
_____, _____.

[illegible]

If the seller is represented by a attorney, you will have to decide whether this creates an unlevel playing field. “ ” “ ” . “ ” .

[illegible]

General

Assets

Stocks

Accounts

Suppliers and customers

Licenses, consents and passwords

Seller's activities

Contracts

Intellectual property

Internet domain names

43

End of notes