Website sale and purchase agreement

Date: [date]

Between:

The Buyer is: [name] of [address]

The Seller is: [name] of [address]

The Guarantor is: [name] of [address]

Contents

- 1. Definitions
- 2. Interpretation
- 3. Entire agreement
- 4. Agreement for sale
- 5. The Price
- 6. Items to be delivered at completion
- 7. Completion
- 8. Warranties by the Seller
- 9. Future activities
- 10. Miscellaneous matters

Schedule: Warranties

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, •••••••••• It is now agreed as follows: **Definitions** 1. So far as the context permits, the following words \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare "Business" means the [type of business] business carried on by the Seller until today under the name and style = = = [= = = = =] = = = = = = "Domain Name" means any or all of the ---: [name1].com [name2].com [name3].co.za "Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after ■ ■ ■ , ■ ■ ■ ■ "ISP" means the Internet service provider; ■ ■ ■ ■

"Party"	means a party • • • • • • • • • • • • • • • • • • •
"Price"	means the = = = = = = = = = = = = = = = = = = =
"Products / Services"	means the products
"Registrar"	means a governmental or other organisation whose
	•.
"Software"	means all software used in the Business.
"Third Party Software"	means software owned by some
"Warranties"	means the warranties and
"Website"	means www.[URL] and www.[URL] and $\blacksquare \blacksquare \blacksquare \blacksquare$
	••••

2. Interpretation

This a	igreement = = = = = = = = = = = = = = = = :
2.1.	a reference to the knowledge, information, belief or awareness
2.2.	a reference to a paragraph or schedule is to \blacksquare

2.3.	••••	adings to the paragraphs and schedules (• • • • • •) • • • • • • • • • • • •
2.4.	any ag	reement by any Party not to do or
2.5.	[excep	t where stated otherwise], • • • • • • • • • • • • • • • • • • •
2.6.		reement is made only in the English language. If there is any
Enti	re agı	reement
3.1.	••••	Party acknowledges that this agreement contains the entire
3.2.	••••	as any relevant law permits, conditions,
3.3.	••••	f the Parties warrants that he •••••••••••••••••••••••••••••••••••
Agr	eemei	nt for sale
4.1.	Subjec	t to the terms of this agreement,
	••••	:
	4.1.1	the Website;
	4.1.2	the Intellectual Property rights;
	4.1.3	the Domain Name(s).

3.

	4.2.	Completion shall take place today,
5.	The	e Price
	5.1.	The Price = = = = = = = = = = = = = [= = =]
	5.2.	The Price shall be paid as to R [amount],
	5.3.	Value added tax will • • • • • • • • • • • • • • • • • •
		[list property on which VAT payable]
	OR	
	5.4.	The Price
6.	Iten	ns to be delivered at completion
		Seller shall handover
	6.1.	a list of user names • • • • • • • • • • • • • ;
	6.2.	all data relating to the business,
	6.3.	[if the seller is a limited company] signed and certified copy of the minutes of a meeting of
	6.4.	forms of transfer

6.5.	••••				• • • •	, = = =	•••			••
6.6.										
6.7.	• • !].	• • • • •		••••	•••	■,■■	•••	•••	= = [
Cor	npletio	n								
7.1.							■,■■			
7.2.	[14]								
7.3.]	•••		•••		•••		::
7.4.		,		••••	 	•••	• • • •	•••	•••,	
7.5.	,	••••		••••	••••	• • • •			••••	

8. Warranties	by th	ne Seller
---------------	-------	-----------

8.2.

8.3.

8.4.

9. Future activities

9.1.

9.2.

9.3.

9.4.

	9.5.		• • •												•					
	9.6.	••	• • •				••	••		-					•					
		••	•••	• • •	-				• •		•			••	•		•			
10.	Misc	cella	ane	ous	s m	atte	ers													
	10.1.		• • •				. , I	• • •	•											
	10.2.	••	• • •																	
	10.3.	••													•		-			
	10.4.	•••	•••	• • •		••	••	••	••	• .				••			•		- 1	 •
		•••	, ,	••			• • •	• • •	 	, ■ I ■ ,		•••				•••	• •	• •	 	 •
		::		•		•••	••	••									•			 •
		::	• • •	•		•••	••	•••		••			• •	.	•				•	
	10.5.		•••																	
	10.6.	••	• • •		■,				•			-			-	•		•		-
	40.7	••		• • •		••	••	••				•	• •		•				■.	
	10.7.														•					

```
10.8.
  .............
  ------
  It shall be deemed to have been delivered:
    ------
    ---;
    ...........
    . . . . 72 . . . . . . . . . . ;
    .............................
    .............................
    .............................
    ........
    ...........
    ....).........................
    ■ ■ ].
...................................
  .....................................
  ...............
10.10.
  ...................................
  ...................................
  .....................................
  10.11.
  ....................................
  --------
```

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

OR

Signed by [Seller name in full]

AND

Signed by [Buyer name in full]

/------1. 2. 3. ■: 3.1 domain name: 3.2 name and contact information of registrar: 3.3 ----: 3.4 date to which the name is registered. 4. ------5. 6. 7. -----:[-----

End of Warranties

1

The Schedule: Warranties

Explanatory notes:

Website sale and purchase agreement

General notes

Gei	
	document is usually drawn and submitted by the buyer to the seller. If you are eller, you have a great advantage if you are able to present this draft to I I I
•••	
Par	agraph specific notes
Note:	numbering refers to paragraph numbers.
1.	Definitions
	You should first decide on the contents of the document, then return to check what definitions are needed and whether they really I I I I I I I I I I I I I I I I I I
2.	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.
3.	Entire agreement
	This paragraph prevents a party from later saying he was relying • • • • • • • • • • • • • • • • • • •
4.	Agreement for sale
	This is your deal. Do not delete it or you may find you
5.	The Price
	Edit as you require.

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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
Completion
Domain names may present some difficulty. 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
The power to rescind is very strong. Usually, when a buyer has taken control of
Warranties by the Seller
This paragraph - confirmation of
Generally, it is good practice to delete irrelevant
To claim for breach of warranty the buyer must prove money loss. ■ ■ ■ ■ ■
•••.
Future activities
The buyer should never take the seller's word for the proposition that the seller will not compete and

10. Miscellaneous matters

7.

8.

	A number of special points. We have identified each of these as important to
	,
	These are just as valid in • • • • • • • • • • • • • • • • • •
	••••••••••••
The S	chedule - Warranties
	We have included here just a very small

End of notes

 \blacksquare \blacksquare \blacksquare .