

DATED _____ <<Date>>

(1) <<Name of Seller>> LIMITED/PLC

-and-

(2) <<Name of Buyer>> LIMITED/PLC

-and-

(3) <<Name of Guarantor>> LIMITED/PLC

ASSETS SALE AND PURCHASE AGREEMENT

-relating to-

<<Insert Name of Business>>

THIS AGREEMENT is made on

PARTIES

- 1 <<Name of Seller>> **LIMITED** registered in England with
 number <<Insert company number>> and office is at <<Insert
 registered office address>> ("the Seller")
- 2 <<Name of Buyer>> **LIMITED** registered in England with
 number <<Insert company number>> and office is at <<Insert
 registered office address>> ("the Buyer")
- 3 <<Name of Guarantor>> **LIMITED** registered in England with
 number <<Insert company number>> and office is at <<Insert
 registered office address>> ("the Guarantor")

AGREED TERMS

1. INTERPRETATION

In this Agreement:

- 1.1 The following words and expressions shall have the following meanings:
 - "the Accounts" the Accounts of the Seller, including the balance sheet, profit and loss account together with the cash flow statement and the Directors' Report;
 - "the Accounts Date" <<Insert date>>
 - "Accruals" the Accruals in respect of all Prepayments made in connection with the Business [or the Property] before the Transfer Time and the extent not included in the Accounts in respect of the Seller in connection with the Business in the Transfer Time and the Property in the Transfer Time;
 - "the Act" the Companies Act 1985;
 - "the Applicable Data Protection Laws" the Data Protection Act 1998 and the Data Protection and Privacy Regulations 1998;
 - "the Assets" the Assets of the Seller;
 - "Associate" has the meaning ascribed by section 435 of the Companies Act 1985;
 - "the Bank" <<Insert name of Bank>> Bank PLC (<<Insert registered office address>>)

“Book Debts”

“the Books and Records”

“the Business”

“Business Day”

“the Buyer’s
Solicitors”

“Completion”

“Confidential Information”

“Contracts” (each a
“Contract”)

“Creditors”

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payable at the Transfer
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	(b) ...;	
	(c) ... Revenue & Customs in res ... made by or to the Seller in c ... business before the Transfer Tim	
	(d) ... Transfer Time by the Seller to c ... er's Group.	
"the Disclosure Letter"	the ... Solicitors] to the Buyer['s Sol ... te as this Agreement and des ... re Letter, including the bur ... ned to it ("the Disclosure Bur	
"the Disclosed Schemes"	the ... ce Scheme, the Pension Sch ... Pension Scheme(s) and the	
"Employee"	ead ... ne Seller and engaged in the ... r Time and who is listed in S	
"Employment Legislation"	legi ... and and Wales affecting con ... ons between employers and ... rkers, including but not limi ... and any amendment, ext ... of such legislation and any ... european treaty provisions or ... against the Seller by any Em	
"Encumbrance"	any ... y person (including any righ ... right of pre-emption) or any ... edge, lien, assignment, hyp ... interest, title, retention leas ... or right of occupation, res ... ulation, profit a prendre, way ... on, easement, quasi- eas ... t for any of the same or any ... y third party or any other sec ... arrangement; whether mo	
"the EPA"	the ... n Act 1990;	
"FRS"	a fi ... d in force at any material tim ... nting Standards Board;	
"Goodwill"	the ... the Business and the	

	exclusive right for the Buyer to represent itself as carrying on the Business in succession to the Seller [and to use the name "<<Insert Business Name>>"];
"GPP"	means the group personal pension plan underwritten by <<Insert Name of Provider>>;
"Hardware"	means any computer equipment which is comprised within the Assets or the Third Party Assets but excluding all Software;
"ICTA"	the Income & Corporation Taxes Act 1988;
"Intellectual Property"	<p>(a) patents, trademarks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions;</p> <p>(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);</p> <p>(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and</p> <p>(d) the right to sue for past infringements of any of the foregoing rights;</p>
"Intellectual Property Agreements"	the agreements or arrangements relating (wholly or partly) to Intellectual Property or to the disclosure, use, assignment or patenting of any invention, discovery, improvement, process, formulae or other know-how, and detailed at Part II of Schedule 3;
"Intellectual Property Rights"	all Intellectual Property owned, used or required to be used by the Seller in connection with the Business, including (without limitation) that Intellectual Property set out at Part I of Schedule 3;
"Lease"	any lease under which any of the Leasehold Property is held by the Seller;
"Leasehold Property"	where the context so admits or requires, any leasehold property comprised within the Property;
"Life Assurance Scheme"	means the <<Insert Name of Group Life Assurance Scheme>> underwritten by <<Insert Name of Provider>>;

["the Management
Accounts"]

"Notice"

"Member of the Seller's
Group"

"Pension Scheme(s)"

"Personal Pension
Scheme(s)"

"Plant"

"Prepayments"

"Property"

"the Property Conditions"

"the Purchase Price"

"the Regulations"

"Release"

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“Relevant Business”

“Restricted Area”

“the Retained Books and Records”

“the Seller’s Group”

“the Seller’s Solicitors”

“Software”

“SSAP”

“Stakeholder Scheme”

“Stocks”

“Taxation”

arrangements and having similar or
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means the Business consists of or includes
to the Business <<Specify nature of
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means the Restricted Area>>;

the Retained Books and Records relating to the Business
req Seller under section 386
of the Business records relating to assets
or liabilities that agreed to be acquired
or transferred under this Agreement
and the Seller;

together with any company including for
this Agreement (within the meaning
of the Companies Act) within its group
(within the meaning of section 474(1) of the Act);

<<Insert Name of Seller’s Solicitors>> or any
suc

means the Software for execution by
the Seller for the benefit of the
Seller’s businesses at any time,
irrespective of the language or medium;

a seller’s standard accounting practice in
force at the time as issued by the
Accounting Committee and adopted by
the Seller’s board;

means the Stakeholder Scheme designated
by the Seller and approved by <<Insert Name of
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all the Seller’s stocks, components, work-
in-progress, finished goods, bought-
in materials and packaging materials
held by the Seller on the Property at
the time of the Business which
have been acquired by the Seller before the
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all the Seller’s statutory, governmental,
statutory, local, government or
municipal taxes, imposts, contributions,
levies and liabilities wherever
charged or payable in the UK or any other

jurisdiction, and any penalty, fine, surcharge, interest, charges or costs relating thereto, and Taxation shall have the same meaning;

“Taxation Authority”	any authority, whether of the United Kingdom or elsewhere, competent to impose, assess or collect Taxation, including HM Revenue & Customs;
“Tax Warranties”	the Warranties contained in paragraph 19 of Schedule 7;
“the Third Party Assets”	those assets which are used in the Business, are in the possession of the Seller subject to leasing, rental, hire or hire-purchase agreements and are listed in Schedule 6;
“the Transaction”	the sale and purchase of the Business and the Assets effected by this Agreement;
“the Transfer Time”	the close of business (which for this purpose shall be deemed to be 5.00 pm) on the date of this Agreement;
“VAT”	value added tax;
“the VATA”	the Value Added Tax Act 1994;
“VAT Records”	all of the books and records referred to in section 49 of the VATA which relate to the Business
“the Warranties”	the warranties set out in Schedule 7 and a “Warranty” shall be any one of them.

1.2 Unless the context otherwise expressly requires, words and expressions which are otherwise defined in the Act shall have the same meaning when used in this Agreement, but “company” shall mean and include both “company” and “body corporate”, as in each case defined in the Act.

1.3 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force at the Transfer Time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that it would not impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

1.4 The Schedules form part of this Agreement.

1.5 A reference to any gender shall include the other and neuter gender and a reference to a “person” includes a reference to any corporate or

- unincorporated body (whether or not a legal personality).
- 1.6 The singular includes the plural
- 1.7 A document referred to as being that document signed or initial parties.
- 1.8 A person shall be deemed to connected with such other with Corporation Taxes Act 1988.
- 1.9 References to "indemnify" a person against any circumstance include indemnifying from and against all liabilities, losses, claims, costs, expenses and interest which he may suffer or or arising out of that circumstance.
- 1.10 The headings are inserted for shall not affect the construction or interpretation of

2. AGREEMENT FOR SALE AND

With effect from the Transfer Time and of the Seller shall sell with full title guarantee shall buy, the Business as a going concern of this Agreement, prance, and the Buyer ing Assets:

- 2.1 the Goodwill;
- 2.2 the Stocks;
- 2.3 the Plant;
- 2.4 the benefit (subject to the burden
- 2.5 the Intellectual Property Rights;
- 2.6 the Property;
- 2.7 the Book Debts;
- 2.8 the Books and Records; and
- 2.9 all rights of the Seller against the warranties, representations and insurance) in respect of any of inclusive and in respect of any any services performed in relation without limitation under under any policies of in clauses 2.1 to 2.8 in or used thereon or

3. EXCLUDED ASSETS

The following are excluded from the Transfer:

- 3.1 all and any shares or other securities held by the Seller;
- 3.2 all cash in hand or at bank and all other securities representing them, in each case, other than those, if any, representing the Book Debts;
- 3.3 any right to any credit or refund or by the Seller or profits or gains to have been made by the Seller, in each case before the Transfer;
- 3.4 all sums owed at the Transfer by other Members of the Seller's Group;
- 3.5 the Retained Books and Records;
- 3.6 the Third Party Assets.

For the avoidance of doubt, the amounts set out in paragraphs 3.1 to 3.4 shall not be regarded as Book Debts for the purposes of the Transaction.

4. PURCHASE PRICE

- 4.1 The Purchase Price shall be as follows:

5. VALUE ADDED TAX

- 5.1 The Purchase Price is exclusive of VAT.
- 5.2 The Seller warrants to the Buyer that the Transaction is not a taxable supply for VAT purposes.
- 5.3 The Seller warrants to and undertakes to the Buyer that:
 - 5.3.1 it has not made for the purposes of the Transaction any supply of the Property; and
 - 5.3.2 there are no new (within the meaning of paragraph 1 of schedule 9 to the VAT Act 1994) buildings or civil engineering works in the Transaction.
- 5.4 The Buyer warrants to the Seller that the Transaction is not a taxable supply for VAT purposes.
- 5.5 The parties shall use reasonable endeavours to ensure that the Transaction is deemed to be a transfer of a business for the purposes of section 49 and paragraphs 1 to 4 of schedule 4 to the VATA 1994.

and article 5(1) of the Value Added Tax (VAT) Regulations 1995 and is treated neither as a supply of goods nor as a supply of services.

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services.

5.6 The Seller and the Buyer intend that the Transaction [and] [but] they do not intend that the Transaction shall be treated as a supply of goods for VAT under the VAT Regulations 1995.

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services. The Transaction shall apply to the Transaction for VAT under the VAT Regulations 1995.

5.7 If HM Revenue & Customs determine that the Transaction is a supply of goods for VAT under the VAT Regulations 1995, the Seller shall, within <<Insert Number of days>> days of receipt of the invoice from HM Revenue & Customs, pay to the Seller the amount of VAT specified in the invoice.

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services. The Transaction shall, within <<Insert Number of days>> days of receipt of the invoice from HM Revenue & Customs, pay to the Seller the amount of VAT specified in the invoice.

6. COMPLETION

6.1 Completion shall take place on the day of the signing of the Agreement by the Buyer's Solicitors] OR [such other day as may be agreed in writing].

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services. The Transaction shall, within <<Insert Number of days>> days of receipt of the invoice from HM Revenue & Customs, pay to the Seller the amount of VAT specified in the invoice.

6.2 On Completion the Seller shall:

6.2.1 execute, or procure to be executed, the following documents to the Buyer:

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services. The Transaction shall, within <<Insert Number of days>> days of receipt of the invoice from HM Revenue & Customs, pay to the Seller the amount of VAT specified in the invoice.

6.2.1.1 a deed of assignment of the Goodwill, the Book of Debts and the Book of Credits;

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services. The Transaction shall, within <<Insert Number of days>> days of receipt of the invoice from HM Revenue & Customs, pay to the Seller the amount of VAT specified in the invoice.

6.2.1.2 a [transfer of the Goodwill, the Book of Debts and the Book of Credits] in respect of the Agreed Terms in the Agreed Terms;

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services. The Transaction shall, within <<Insert Number of days>> days of receipt of the invoice from HM Revenue & Customs, pay to the Seller the amount of VAT specified in the invoice.

6.2.1.3 [a transfer of the Goodwill, the Book of Debts and the Book of Credits] in respect of the Agreed Terms in the Agreed Terms;

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services. The Transaction shall, within <<Insert Number of days>> days of receipt of the invoice from HM Revenue & Customs, pay to the Seller the amount of VAT specified in the invoice.

6.2.1.4 a licence to occupy the Property, duly executed by the Seller, in respect of the Leasehold Property;

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services. The Transaction shall, within <<Insert Number of days>> days of receipt of the invoice from HM Revenue & Customs, pay to the Seller the amount of VAT specified in the invoice.

6.2.2 deliver duly executed documents in respect of the Agreed Terms affecting any of the Agreed Terms;

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services. The Transaction shall, within <<Insert Number of days>> days of receipt of the invoice from HM Revenue & Customs, pay to the Seller the amount of VAT specified in the invoice.

6.2.3 deliver the Disclosure Statement;

6.2.4 grant vacant possession of the Property to the Buyer; and

6.2.5 deliver to the Buyer:

6.2.5.1 the Book of Debts and the Book of Credits;

6.2.5.2 possession of the Property as are capable of

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services. The Transaction shall, within <<Insert Number of days>> days of receipt of the invoice from HM Revenue & Customs, pay to the Seller the amount of VAT specified in the invoice.

Regulations) Order 1995 and is treated neither as a supply of goods nor as a supply of services. The Transaction shall, within <<Insert Number of days>> days of receipt of the invoice from HM Revenue & Customs, pay to the Seller the amount of VAT specified in the invoice.

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| 6.3 | On Completion the Buyer shall pay to the Seller the purchase price of the Assets if the |
| 6.4 | The Buyer shall only be obliged to purchase the Assets if the purchase of all of them is completed |
| 6.5 | On Completion, the Seller and the Buyer shall enter into a joint election under section 198 of the Capital Allowances Act 2001 in accordance with the agreed Terms. |
| 6.6 | If clauses 6.1 to 6.5 are not completed by the Completion Date, then (without prejudice to the terms of this Agreement) the defaulting party may unilaterally: |
| 6.6.1 | defer Completion to a date to be agreed between the parties within 28 days after the Completion Date (and, in any event, not later than clause 6.6, except for this clause 6.6.1, shall be deemed to be the Completion); or |
| 6.6.2 | proceed to Completion on the Completion Date; or |
| 6.6.3 | rescind this Agreement and return to the defaulting party. |

7. WARRANTIES

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| <p>7.1 The Seller warrants to the Buyer that the Warranties are accurate in all respects at the date of Completion.</p> | |
| <p>7.2 Any Warranty qualified by the phrase "to the best of our knowledge and belief" or "so far as we are aware" or any similar expression shall be deemed to be a statement of fact, in which the Seller has or which it has made or which it has made after reasonable enquiries and including enquiries of any person of whom it would be reasonable to expect it to make such enquiry or of whom it is stated that such enquiry has been made.</p> | |
| <p>7.3 The rights and remedies of the Buyer under the Warranties shall not be affected by Completion or by any subsequent event.</p> | |
| <p>7.4 Each of the Warranties is set out in Schedule 1. Each Warranty, unless otherwise specifically provided, is not limited by reference to any other provision in this Agreement.</p> | |
| <p>7.5 Without prejudice to the right of the Buyer to rely on any other basis or take any other action, if a Warranty is breached or is found to be untrue, the Seller shall be liable to pay to the Buyer the amount necessary to place the Buyer into the position they would have been in had the Warranty not been untrue; and</p> | <p>7.5.1 the amount necessary to place the Buyer into the position they would have been in had the Warranty not been untrue; and</p> |

7.5.2 all costs and expenses, claims, demands, pre-judgment fees and costs, penalties whether directly or indirectly result of such breach of contract, reasonable amount of attorneys' fees, limitation, damages, and other professional consequential losses incurred by the Buyer as a result of such untrue (including at the time).

A payment made in accordance with this clause 7.5 shall include any amount necessary to satisfy any Taxation of the payment, the Buyer is left with the net amount it would have had if the payment was not subject to Taxation.

7.6 Any payment by the Seller for the purchase of the Shares shall constitute a payment of the Purchase Price.

7.7 The Buyer shall notify the Seller of any claim made against it by a third party which may give rise to a claim relating to Tax) as soon as practicable after the date of such notice shall not affect the right of the Seller to recover from the third party any amount paid or payable by the Seller in connection with such claim.

7.8 The Seller shall notify the Buyer of any fact or circumstance which constitutes a breach of the Warranties.

7.9 If any claim is made against the Seller or its Employee on which or on whose behalf the Buyer has agreed to indemnify the Seller under the terms of this Agreement, the Seller shall notify the Buyer promptly in writing of such claim and the Buyer shall have the right to control the defense and settlement of such claim against the Seller or any Employee on which or on whose behalf the Buyer has agreed to indemnify the Seller before agreeing to any settlement or payment of damages. The Seller shall cooperate with the Buyer in the defense and settlement of such claim. The Seller shall not settle or pay any damages without the prior written consent of the Buyer. The Seller shall not defend or settle any claim against the Seller or any Employee on which or on whose behalf the Buyer has agreed to indemnify the Seller without the prior written consent of the Buyer. The Seller shall not defend or settle any claim against the Seller or any Employee on which or on whose behalf the Buyer has agreed to indemnify the Seller without the prior written consent of the Buyer.

7.10 With the exception of the material disclosed in the Disclosure Letter, no information of which the Buyer and/or advisers has knowledge (actual, constructive or otherwise) which could have been discovered (whether by investigation or otherwise) by the Buyer or made on its behalf) shall prejudice or prevent recovery of any amount recoverable thereunder.

7.11 The provisions of clause 14 shall not limit the Seller's liabilities of the Seller under the Warranties.

8. CREDITORS

8.1 The Buyer shall discharge the [REDACTED] payment fall due and shall assume responsibility for [REDACTED]

8.2 The Buyer shall only take on or discharge the obligations or liabilities of the Seller which it expressly agrees to take on or discharge.

9. CONTRACTS

- 9.1 Subject to clause 9.3, with effect from the Transfer Time the Buyer shall perform and fulfil the Contracts in substitution for the Seller.
- 9.2 If the assignment of the benefit of the Contracts requires the consent of a third party:
- 9.2.1 this Agreement shall not prevent the assignment or purported assignment of the benefit of the Contracts;
 - 9.2.2 the parties shall each make all necessary and reasonable endeavours to obtain all such required consents as soon as possible after the Transfer Time; and
 - 9.2.3 from the Transfer Time the benefit of the Contracts is obtained:
 - 9.2.3.1 the Seller shall hold the benefit of such Contracts in trust for the Buyer;
 - 9.2.3.2 the Buyer shall perform and fulfil the Contracts (and for its own benefit) as the Seller's agent;
 - 9.2.3.3 the Seller shall not deduct anything from the benefit to the Buyer without the Buyer's consent, except as it may receive from the Contracts.
- 9.3 Notwithstanding clause 9.1, the Seller shall remain liable under the Contracts in respect of all goods and services supplied by it before the Transfer Time pursuant to the Contracts and in respect of all goods and services to the extent that they have at the Transfer Time been supplied by the Seller. The Seller shall indemnify the Buyer against any act or omission of the Seller or its agents before the Transfer Time in relation to any of the Contracts.
- 9.4 At the request of the Buyer the Seller shall provide such reasonable assistance to the Buyer to enable the Buyer to enforce the Contracts against the other party or parties to the respective Contracts.
10. **DEFECTIVE GOODS**
- The Buyer shall satisfy all legal obligations in relation to defective goods sold by the Seller (and which are notified in writing to the Buyer with appropriate evidence as to their validity and the Seller's liability for the repair or replacement of, or for reimbursement of, the cost of, such defective goods sold by the Seller prior to the Transfer Time). The Seller shall in any such case reimburse to the Buyer the cost of such defective goods, together with any other amounts payable by the Seller in performing its obligations under this clause 10.

11. EMPLOYEES

11.1 The parties acknowledge that the Business and the Assets pursuant to this Agreement is transferred to the Buyer in accordance with the Regulations and accordingly the employment of the Employees shall from the Transfer Time be transferred to and taken over by the Buyer in accordance with the Regulations.

11.2 The Seller shall indemnify the Buyer in respect of claims arising out of:

11.2.1 the employment of any Employee during the period ending at the Transfer Time or the termination of the employment of any Employee (whether or not by the Seller) of any Employee who is not an Employee of the Buyer or of any former employee of the Buyer;

11.2.2 the termination before the Transfer Time of the employment of any Employee;

11.2.3 the termination at any time after the Transfer Time of the employment of any Employee (whether or not by the Seller) of any Employee who is not an Employee of the Buyer or of any former employee of the Buyer;

11.2.4 any act or omission of the Seller in breach of the Regulations to be attributed to the Seller by virtue of the Regulations;

11.2.5 any industrial or other dispute or injury suffered or alleged to have been suffered by any Employee or of or relating to any Employee during the period ending on or after the Transfer Time;

11.2.6 any bonus payable to any Employee in respect of the financial year ended <<Insert date>> or any other year as between the Seller and the Buyer, remaining payable to any Employee after the Transfer Time;

11.2.7 any failure by the Seller to comply with its obligations under regulation 11 or regulations made under Part IV (Insolvency) of the Trade Union & Labour Relations (Consolidation) Act 1992; and/or otherwise arising out of the employment of any Employee after the Transfer Time.

11.3 The Buyer will indemnify the Seller in respect of claims arising out of the employment or termination of employment of any Employee after the Transfer Time.

11.4 Without prejudice to the provisions of clause 11.3, the Seller shall remain liable for all wages, salaries and other benefits payable to the Employees in respect of all periods down to and including the Transfer Time and in respect of holiday entitlements as at the Transfer Time.

11.5 EITHER (IF EMPLOYEES HAVE TAKEN HOLIDAY IN ADVANCE)

Without prejudice to clauses 11.3 and 11.4, the Seller shall pay to the Seller without [deduction or set-off] of any sum of £<<Amount in figures>> (<<Amount in words>>) in respect of holiday taken by Employees before the Transfer Time in respect of the entitlement thereto.

falling due.

OR (IF EMPLOYEES HAVE ANY ENTITLEMENTS)

Without prejudice to clauses 11.6 and 11.7, the Seller shall pay to the Buyer the sum of £<<Amount in figures>> (<<Amount in words>>) in respect of the holiday entitlements of the Employees taken at the Transfer Time.

11.6 The Seller warrants to the Buyer that it shall provide, to the Buyer such information as the Buyer may from time to time request in writing in order to ensure compliance with the laws and regulations referred to in clause 11.5.

11.7 Schedule 8 shall apply in relation to the Employees' entitlements in respect of the Employees.

12. PROPERTY

12.1 The Property Conditions shall be those set out in Schedule 6, as stated herein insofar as they are not varied by or incorporated into this Agreement [except that conditions <<Insert any further conditions>> of the Property Conditions shall not apply].

12.2 Title shall be deduced by the Seller to the Buyer certified copies of the deeds and documents referred to in column 2 of Schedule 5.

12.3 For the purposes of condition <<Insert any further conditions>> of the Property Conditions, the contract rate shall be <<Insert percentage>>% above the base rate of the Bank from time to time.

12.4 The [transfer] **OR** [conveyance] of the Property shall be executed by the Buyer as well as the Seller and shall be in the Agreed Terms.

13. LEASEHOLD PROPERTY

The following additional provisions shall apply in relation to the Leasehold Property:

13.1 the Leasehold Property shall be subject to the rents reserved by and the covenants and all the other provisions contained in the relevant lease.

13.2 <<Insert Any further provisions relating to the Leasehold Property>>.

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- 14.3.2 the Seller shall have [REDACTED] any claim by the Buyer under the Warranties

- 14.3.2.2 would, whether or not such claims are made against the defendant in figures>> (<<'X' amount in words>> more equal or exceed, £<<'Y' amount in words>> amount in pounds) in the amount (and not just the amount) his clause 14.3.2.2 is exceeded) over;

14.4 The Seller shall not plead the [REDACTED] respect of any claims made under the Tax Warranties [REDACTED] the Completion Date.

15. **CONFIDENTIAL INFORMATION**

15.1 With effect from Completion, the Seller shall procure that each Member of the Seller's Group shall not use nor disclose to any person Confidential Information which is or may be Confidential Information of the Business and shall not use nor disclose to any person Confidential Information.

15.2 The obligations of confidentiality shall extend to any matter which is in or becomes part of the Business, whether or not by reason of a breach of the obligations of confidentiality under this Agreement or which the Seller receives from a third party or which the Seller is required by law or equity to disclose.

15.3 The Seller shall not at any time in connection with any trade or business any corporate name, logo, domain name or e-mail address which is confusingly similar to the name, logo, domain name or e-mail address of the Seller in connection with the Business, at any time within 5 years before Completion.

16. **NON-COMPETITION**

16.1 The Seller covenants with the Buyer that the Seller will procure that no Member of the Seller's Group shall directly or indirectly and whether alone or in conjunction with any other person:

16.1.1 at any time during the period of <<number of months>> months beginning with Completion, or who has been at any time during the period of 12 months immediately preceding that date, a supplier or customer of the Business; or

16.1.2 at any time during the period of <<number of months>> months beginning with Completion, or who has been at any time during the period of 12 months immediately preceding that date, a supplier or customer of the Business; or

16.1.3 at any time during the period of <<number of months>> months beginning with Completion, or who has been at any time during the period of 12 months immediately preceding that date, a supplier or customer of the Business; or

- 16.1.4 at any time during <<number of months>> months beginning with the date of the Business or employment of the Seller, offer employment or a consultancy to any person who was an employee of the Business or a consultancy to any person who was an employee of the Business of 12 months prior to, and likely (in the normal course of business) to be in possession of Confidential Information, or able to influence the customers or business connections of, the Business; or
- 16.1.5 at any time during <<number of months>> months beginning with the date of the investment of less than <<amount>> of the capital of a company listed on a recognised investment exchange or the Financial Services and Markets Act 2000, or interested within the Restricted Area in
- 16.2 Each of the undertakings in clause 16.1 shall be
- 16.2.1 considered by the parties to be enforceable by the Buyer separately and
- 16.2.2 a separate undertaking enforceable by the Buyer separately and not to enforce any one or more of the restrictions
- 16.2.3 given for the purpose of the full benefit of the Business and of the continuation of the agreement of the Buyer to acquire the Assets on the terms of this Agreement.
- Accordingly, if any restriction is not enforceable, but would be valid if any part of it were deleted or the application reduced, the restriction shall apply with such modifications as are necessary to make it valid and enforceable.
- 16.3 Nothing in the undertakings set out in clause 16.1 shall be deemed to prohibit any action in respect of any business in which (otherwise than as a result of a restriction) the Seller) the Business and the Buyer have ceased to be involved prior to Completion, or which would but for this clause 16.3 give rise to a claim, or which
17. **NAME**
- 17.1 The Seller shall at Completion by special resolution by the Seller to change its name to <<Insert Name>> not include the word[s] “<<Insert Name>>” [or “<<Insert Name>>”]
- 17.2 the Seller shall lodge such resolution with the relevant change of

name fee, with the Registrar of Companies, before it is passed.

18. **TITLE**

Property and title in and to the Assets shall pass to the Buyer in the case of the Property and to clauses 12 and 13 and, pass to the Buyer at the Transfer Time.

19. **BOOKS AND RECORDS**

19.1 The Buyer shall keep the Books and Records for a period of <<Insert number of years>> years after the Transfer Time, in the manner of a bailee for value.

19.2 During the period referred to in clause 19.1, the Buyer shall at the Seller's cost give the Seller and its authorised representatives such facilities to inspect the Books and Records and to take copies thereof as the Seller may reasonably require.

19.3 The Seller shall keep the Retained Books and Records for the period of <<Insert number of years>> years after the Transfer Time, in the manner of a bailee for value.

19.4 During the period referred to in clause 19.3, the Seller shall:

19.4.1 at the Buyer's cost give the Buyer and its authorised representatives such facilities to inspect the Retained Books and Records and to take copies thereof as the Buyer may reasonably require; and

19.4.2 give such additional facilities to the Buyer as the Seller may reasonably require.

19.5 The provisions of this clause 19 shall not apply to the Seller's T Records.

20. **THIRD PARTY ASSETS**

20.1 The parties shall each use reasonable endeavours to procure that the benefit of the leasing, rental, hire and use of the Third Party Assets are subject to assignment to the Buyer at the Transfer Time with the written consent of the relevant contracting party. The Buyer shall have no liability to any person as a condition of such assignment.

20.2 Pending assignment of the benefit of the Third Party Assets referred to in clause 20.1, the Buyer shall use reasonable endeavours to procure that the benefit of the Third Party Assets are subject to assignment to the Buyer at the Transfer Time with the written consent of the relevant contracting party.

- 20.3 If no written consent to the assignment of the Third Party Asset has been obtained within a period of thirty (30) days of the Transfer Time, the Buyer shall be entitled to:
- 20.3.1 to retain possession of the Third Party Asset and continue to comply with clause 20.2;
 - 20.3.2 return it to the Seller for the period following the Transfer Time, without any obligation in relation to it.
- 20.4 The Buyer shall indemnify the Seller for any loss or damage by the Buyer to comply with any of its obligations under this Agreement.
- 20.5 The Seller shall indemnify the Buyer for any loss or damage by the Seller to perform its obligations under any of the Third Party Assets during the period ending on the Transfer Time.

[21. GUARANTEES

The Buyer undertakes with the Seller to use reasonable endeavours (but not actual payment) to ensure the substitution of the guarantee of any person other than the Seller and any Member of the Seller's Group. The Seller shall indemnify the Buyer against any such liability arising from the guarantees to which this clause applies are:

<<Specify details of relevant guarantees>>

22. GUARANTEE

22.1 In consideration of the Buyer's payment of the sum of £100,000 (the "Guarantee") under the Agreement, and in consideration of the sum of £100,000 (the "Guarantee") being received by the Buyer (the receipt of which is acknowledged by the Guarantor), the Guarantor hereby irrevocably undertakes to guarantee the due and punctual performance by the Buyer of its obligations in this Agreement.

22.2 The following provisions shall apply to the Guarantor under clause 22.1:

22.2.1 the Guarantor shall not, in any event, be released from its obligations under the Guarantee by the time or waiver granted by the Seller or to any other third party and this obligation shall remain in force until the Guarantor has fully performed and discharged all its obligations and liabilities to the Buyer under this Agreement.

22.2.2 the Guarantor shall not be entitled to recover or enforce

against the Seller and any other rights which any sum so paid, but on its behalf) shall have been discharged all of its obligations and liabilities under this Agreement; and

22.2.3 any security for the obligations of the Guarantor from the liabilities of the Seller shall be held by the Guarantor upon trust for the obligations and liabilities; and

22.2.4 the guarantee shall cover all expenses (including legal expenses), together with any costs incurred by the Buyer in taking any proceedings of any kind with a view to enforcing this guarantee and/or recovering any or all of the amount or value of the Guarantor under this Agreement; and

22.2.5 without prejudice to the rights of the Buyer as principal debtor, the obligations of the Seller, be deemed to be obligations of the Buyer under this Agreement, and accordingly it shall not be necessary for the Buyer, in seeking to enforce this guarantee, to seek to enforce any security it may hold from the Seller or otherwise against the Seller; and

22.2.6 the guarantee shall be enforceable as if such documents constituted part of the obligations of the Seller under this Agreement.

23. THIRD PARTY RIGHTS

23.1 This Agreement and the documents referred to herein are made for the benefit of the parties and their successors and are not intended to benefit, or be enforceable by, any third party.

23.2 Each party represents to the other that it has the right to terminate, rescind or agree any amendment to this Agreement are not subject to the approval of any third party that is not a party to this Agreement.

24. SUCCESSORS

The provisions of this Agreement shall bind and enure for the benefit of any successor in title to the Assets.

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25. **WHOLE AGREEMENT**

25.1 This Agreement, and any documents which form part of it, shall constitute the whole Agreement between the parties and shall supersede any arrangements, understanding or previous Agreements or arrangements relating to the subject matter they cover.

25.2 Nothing in this clause 25 operates to limit the liability for fraud.

26. **WAIVER**

26.2 Any Release is only effective if it is given by the party to whom the waiver applies only to the party to whom the waiver is given and shall not be taken as given the Release from subsequently relying on the Release.

26.3 A party which gives a Release in respect of any action against that party, or any other party, shall not be taken to release or takes or fails to take any action in relation to any other party.

26.4 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law shall be taken to constitute a waiver of such right or remedy or shall prevent any future exercise of such right or remedy hereof.

26.5 No single or partial exercise of a right or remedy provided for this Agreement shall preclude or restrict the further exercise of such right or remedy.

26.6 Unless specifically provided otherwise, the exercise of any right or remedy under this Agreement are cumulative and do not exclude the exercise of any other right or remedy.

27. **PROVISIONS SURVIVING COMPLETION**

Any provision of this Agreement which is intended to survive completion of any matter contemplated thereunder shall survive completion of any matter but which has not been performed or completed and covenants and other undertakings given by the parties to this Agreement shall remain in effect notwithstanding Completion.

28. **GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute arising therefrom or associated with it shall be governed by or in connection with the laws of England and Wales and its subject matters and obligations shall be governed by the laws of England and Wales and the jurisdiction of the English

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courts.

29. **FURTHER ASSURANCE**

The Seller shall (at its reasonable expense) execute and deliver all such documents, and do all such things, as may from time to time be reasonably require for the purpose of giving effect to the provisions of this Agreement and any document made pursuant to the provisions of this Agreement. In particular, shall at the request of the Buyer execute and deliver all such documents in favour of the Buyer of specific Book Debts as the Buyer may reasonably require and in such form as the Buyer may reasonably require.

30. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which is an original and which together constitute one and the same agreement, and shall have the same effect as if each party had signed the same document.

31. **COSTS**

Except where otherwise stated, the Seller shall bear its own costs in relation to this Agreement and incidental to this Agreement. If the Buyer shall lawfully exercise its right to rescind this Agreement, the Seller shall indemnify the Buyer against all expenses and costs incurred by it in connection with the exercise of its right to rescind this Agreement and its subject matter.

32. **SEVERANCE**

32.1 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall nevertheless remain valid and enforceable.

32.2 If any invalid, unenforceable or illegal provision is severed from the Agreement, the remaining provisions shall remain valid, enforceable or legal if some part of it were deleted. The provisions shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

33. **PUBLICITY**

33.1 The parties shall forthwith upon the completion of the Business Sale procure to be made a press announcement and arrange to inform their employees and to the customers and suppliers of the terms and conditions of the Business Sale.

33.2 Each of the parties shall both clause 33.1, keep the content confidential and shall not without the case of the Seller) or of the Seller the terms of this Agreement to relating to the Transaction except that the parties shall be entitled to their respective future annual reports

pletion, but subject to strictly private and of the Buyer (in the Buyer) disclose any of other announcement by law, and except the Transaction in their s.

34. NOTICES

34.1 Any Notice relating to this Agreement or sent by pre-paid first class post to the party to be served given herein for this purpose.

g delivered personally to the address of the as may be notified for

34.2 Any such Notice shall, if sent 24 hours after despatch and, if delivered by electronic means, be deemed to have been served at

have been served 24 hours after despatch by electronic means, be deemed to have been served at

If, however, in the case of delivery by electronic means, the period would expire on, or if, in the case of such delivery or transmission occurring after 4.00 p.m. on a Business Day, the period shall be deemed to occur on the next following Business Day

4 hours after despatch by electronic means, the period shall be deemed to occur on the next following Business Day

34.3 In proving service it shall be sufficient to produce such letter was properly stamped in the case of a transmission by fax to produce a fax transmission receipt fully made to the correct number

case of a letter, that the letter was properly stamped in the post and, in the case of a transmission by fax, that the transmission was duly and receipt.

35. CERTIFICATE OF VALUE

It is certified that the Transaction is part of a series of transactions in the aggregate amount or value of [£500,000] <<Amount in words

a larger transaction or the aggregate amount or value of the Transaction is [£150,000] [£250,000]

SIGNED by or on behalf of the parties the

written.

<<List contracts>>

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SCHEDULE

*Registered and Unregistered Intellectual Property
and applications*

<<List (un)registered IP and details>>

Part 2

Intellectual Property

<<List IP Agreements>>

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Warrant

1 THE BUSINESS AND THE SELLER'S

- 1.1 [The Seller has] **OR** [The Seller and] full power to enter into and perform the provisions of constitutes a binding agreement on [the Seller] **OR** [each] with its terms.
- 1.2 The Seller is the beneficial owner of the right to dispose of them to the Buyer or as it directs free and together with all rights now or hereafter attaching to
- 1.3 No commitment has been given to c affecting the Assets.
- 1.4 None of the Assets have been the an undervalue (within the meaning of section 238 or section 244 of the Insolvency Act 1986) within the period of five years prior to the Trans
- 1.5 There is no outstanding indebtedness, liabilities (actual or contingent) remain to be performed between the Business and any Member or any director of the Seller or any director of any Member or any person who is an associate of or connected with any o

2 ACCOUNTING, FINANCIAL AND OT

- 2.1 All accounts, books, ledgers, financial statements and other documents relating to the Seller relating to the Business have been properly maintained, are in the possession of the Seller and constitute the basis of all matters required by law to appear in them and comply
- 2.2 No notice or allegation that any of or should be rectified has been received by the Seller or th

3 INSURANCE

- 3.1 The Disclosure Letter sets out full particulars of the insurance maintained by or on behalf of the Seller in relation to the Business which are in full force and effect and are not void or voidab

4 COMPLIANCE WITH THE LAW

- 4.1 The Seller is conducting and has conducted the Business in accordance and in all material respects with the laws and regulations of

any relevant jurisdiction.

- 4.2 There is no order, decree or judgment of any jurisdiction outstanding against the Seller or any of the Assets or the Guarantor, and there are no circumstances in which any such order, decree or judgment is pending, and there are no circumstances in which any such order, decree or judgment is likely to be made or given.
- 4.3 The Seller has not been a party to any order, decree or judgment of any court or governmental agency which is still in force or effect in relation to the Business or any of the Assets or any of the Guarantor's Assets given to any court or governmental agency.

5 LICENCES AND CONSENTS

- 5.1 The Seller has all necessary licences, permits, consents, approvals and authorisations from the relevant authorities necessary to carry on the Business in the place in which its business is now carried on, all of which are valid and in force.
- 5.2 Neither the Seller nor the Guarantor has been notified by any of those authorities that any of those licences, consents, permits and approvals have been suspended, cancelled, revoked or not renewed on the same terms and conditions.

6 LITIGATION

- 6.1 The Seller is not engaged in any dispute, litigation or other proceedings in respect of any of the Third Party Assets or the Guarantor's Assets or in any dispute, litigation or other proceedings in respect of any of the Assets or the Guarantor's Assets.
- 6.2 So far as the Seller and the Guarantor are concerned, there is no litigation or other proceedings in respect of any of the Third Party Assets or the Guarantor's Assets or in any dispute, litigation or other proceedings in respect of any of the Assets or the Guarantor's Assets.
- 6.2.1 no litigation or other proceedings in respect of any of the Third Party Assets or the Guarantor's Assets or in any dispute, litigation or other proceedings in respect of any of the Assets or the Guarantor's Assets;
- 6.2.2 there are no circumstances in which any litigation or other proceedings in respect of any of the Third Party Assets or the Guarantor's Assets or in any dispute, litigation or other proceedings in respect of any of the Assets or the Guarantor's Assets are likely to be commenced or continued.

7 POLLUTION OF THE ENVIRONMENT

- 7.1 For the purposes of this paragraph, the expressions "pollution of the environment" and "process" shall have the same meaning as in section 1 of the EPA. The expression "contaminated" shall have the same meaning as in section 2a of the EPA.
- 7.2 [No hazardous substances have been or will be stored, handled or otherwise handled by the Seller on the Property or elsewhere as all times held all

licences, consents, permits and authorisations to otherwise handle or dispose of any land or asset handled or disposed of by it, whether or not

able it to use, store or otherwise handle, used, stored, otherwise handled or disposed of where.]

- 7.3 There has been no pollution of the land by the Seller in the course of the Business for any pollution of the environment by any third party, and there has been no act or omission in the course of the Business which could give rise to any claim in respect of land.

contamination of land by the Seller or any responsibility or liability for contamination of land by any third party or act in the course of the Business of the Seller or contaminated

8 THE ACCOUNTS

8.1 The Accounts:

8.1.1 have been prepared in accordance with the provisions of the Act and all other applicable statutes and generally accepted accounting principles, SSAPs and FRSs;

provisions of the Act and all other applicable statutes and generally accepted accounting principles, including all applicable

8.1.2 have been prepared on a basis consistent with those used in the audited accounts of the Seller for any accounting period within the period of six years ended on the Accounts Date;

auditing methods which are consistent with those used in audited accounts of the Seller within the period of six years ended on the Accounts Date;

8.1.3 show a true and fair view of the financial position of the Seller as at the Accounts Date and of the performance of the Seller for the accounting period ended on that date;

financial position of the Seller as at the Accounts Date and of the performance of the Seller for the accounting period ended on that date;

8.1.4 fully provide for all liabilities (including those not expected to crystallise) and for all contingent liabilities which are not expected to crystallise and for all commitments of the Seller in each case as at the Accounts Date;

liabilities which are not expected to crystallise and for all contingent liabilities which are not expected to crystallise and for all commitments of the Seller in each case as at the Accounts Date;

- 8.2 The Accounts make proper and adequate provision for all doubtful debts, for depreciation of fixed assets, for contingent liabilities) and Taxation (including Corporation Tax) as at the Accounts Date.

provision for all bad and doubtful debts, for liabilities (including contingent liabilities) as at the Accounts Date.

8.3 Since the Accounts Date:

8.3.1 the Seller has conducted the Business in the ordinary course and as a going concern;

Business in the ordinary course and as a going concern;

8.3.2 the Seller has not, in relation to the Business, entered into any transaction or payment or entered into any agreement or arrangement other than in the ordinary course of the Business;

entered or disposed of any asset or incurred any liability, made any agreement or arrangement other than in the ordinary course of the Business;

8.3.3 there has been no material change in the turnover, financial

turnover, financial position or assets of the Seller;

position or prospects of the Business

- 8.4 The Management Accounts have been prepared in accordance with the accounting policies consistent with that employed in preparing the Accounts and the trading position of the Business as at and to the date for which they were prepared.

9 THE ASSETS USED IN THE BUSINESS

- 9.1 The Seller is the full legal and beneficial owner of the Assets, together with the title to the Assets free from any Encumbrances. The Third Party Assets, comprise all assets of the Business as now carried on and not transferred by the Business with any other person.
- 9.2 The Seller has possession of all of the tangible assets and of all the rights in the Third Party Assets.
- 9.3 Each of the Book Debts is recoverable in full in the ordinary course of the Business and in any event not later than << >> days following the Transfer Time, and none of them is subject to any claim or set-off.

10 INTELLECTUAL PROPERTY

10.1 The Seller:

- 10.1.1 is the sole and beneficial owner of all Intellectual Property Rights (all of which are valid and in full force and effect).
- 10.1.2 is (where such rights are capable of being registered) the registered proprietor of the Intellectual Property Rights.
- 10.1.3 has not entered into any Intellectual Property Licence or agreement with any person other than those specified in Part II of Schedule 1, nor has it authorised any person to make any use of or to do anything which would infringe any Intellectual Property owned or used by it.

- 10.2 The Seller owns the copyright or design right in the designs of all its products and has made or caused to be made applications to register any such designs (whether registered or unregistered) and has taken all necessary steps to ensure that any registrations or applications are valid and in full force and effect.

- 10.3 None of the processes used in or produced by the Business (so far as the Seller is aware) infringes any Intellectual Property Rights.

- 10.4 None of the Intellectual Property Rights owned or used by the Seller or are being or have been or will be infringed by any person other than the Seller or are being or have been or will be proposed or attacked by any person.

11 PLANT

11.1 Each item of Plant is in good repair (and in satisfactory working order) and in satisfactory working order. (to fair wear and tear)

12 THIRD PARTY ASSETS

12.1 A true and complete copy of each of the following documents relating to any of the Third Party Assets shall be provided to the Disclosure Letter.

13 IT

13.1 The Hardware is functioning properly in accordance with all applicable specifications, is not defective and has a valid warranty and support agreement which is not terminated or to be terminated by less than 24 months' notice.

13.2 Where any of the records of the Business are stored electronically, the Seller is the owner of all hardware and software, and shall be responsible for maintaining and use such records in the Business and does not share any hardware or software relating to the Business.

14 THE CONTRACTS OF THE BUSINESS

14.1 None of the Contracts:

14.1.1 involves or is likely to involve the expenditure of a significant amount of revenue of a long term, unusual or exceptional nature;

14.1.2 is in any way otherwise than in the ordinary proper course of the Business and on arm's length terms.

14.2 A true and complete copy of each of the following documents shall be provided to the Disclosure Letter.

14.3 There is not outstanding, and there has not been outstanding, any agreement or arrangement between the Seller and any Member of the Seller's Group or any other person in connection with the Business which is not entirely of the Business.

14.4 The Seller is not aware of any reason why any of the existing customers of the Business are likely to change the volume of their purchases from or supplies to the Business or the value of their purchases or supplies in the <<Insert number of months>> months prior to the Transaction.

14.5 To the best of the knowledge and belief of the Seller, the Transaction is not of itself likely to have any adverse effect on the Business or any customer or supplier of the Business with the Business.

15 EMPLOYEES

- 15.1 No person is employed in the Business as at the Transfer Date.
- 15.2 All contracts between the Seller and its Employees are terminable at any time on three months' notice or less without compensation (other than for unfair dismissal or a statutory redundancy payment) or pension.
- 15.3 The Disclosure Letter contains and the Seller has provided to the Buyer the name, date of start of employment, period of continuous employment, salary, other benefits, grade and age of each Employee and the terms and conditions of employment for each Employee.
- 15.4 The Seller has not offered, promised or agreed any future variation in the contract of any Employee.
- 15.5 In respect of each Employee, the Seller has complied with all applicable Employment Legislation.
- 15.6 Within the year ending at the Transfer Date:
- 15.6.1 in relation to any Employee, the Seller has not failed to comply with its obligations under the relevant Regulations to the relevant Secretary of State or started any proceedings under Chapter II of Part IV of the Employment Rights (Consolidation) Act 1992 or Chapter II of Part IV of that Act;
 - 15.6.2 been a party to a relevant trade dispute (as defined in the Regulations) or failed to comply with a duty to inform or consult appropriate representatives under those Regulations.
- 15.7 The Seller has no agreement or arrangement in place for the purposes of the Consultation of Employees Regulations (1992) with and does not recognise a trade union, works committee or other body representing any of its Employees and has not received any notice or request nor are there any negotiations in progress in relation to any such agreement or arrangement.
- 15.8 The Seller is not a party to, nor bound by, any agreement or arrangement in relation to any of its directors, other officers or Employees in respect of bonus, commission or any other incentive.
- 15.9 To the best of the knowledge and belief of the Seller, the Transaction is not of itself likely to have any adverse effect upon the employment of any Employee.

16 PENSIONS

- 16.1 The Disclosed Schemes are the only pension schemes in which the Seller has or

could have any liability to provide relevant benefits, as defined in Chapter 2 of Part 6 of the (Pensions) Act 2003.

16.2 The Seller has supplied to the Buyer full, accurate and up to date details of each of the Disclosed Seller's obligations and liabilities under it.

16.3 <<Insert additional pensions warranties to reflect the factual position>>

17 PROPERTY

17.1 The Particulars of the Property shall be true, complete and accurate.

17.2 The Seller has good and marketable exclusive occupation and possession of the Property free from

17.3 There are appurtenant to the Property rights necessary for its use and enjoyment.

17.4 The Seller has in its possession or control all stamped deeds and documents which are necessary to

17.5 There are no restrictive covenants, restrictions, agreements, conditions or other obligations affecting the use of the Property for the purpose or purposes for which such use is the permitted use under the Town and Country Planning Acts 1971 to 1990 and any statutory instruments and regulations made thereunder, or the requirements of any local authority under section 52 of the Town and Country Planning Act 1971, section 106 of the Town and Country Planning Act 1990 or the Local Government (Miscellaneous Provisions) Act 1982.

17.6 All written replies given by or on behalf of the Seller in response to any written enquiries by or on behalf of the Buyer in relation to the Property were complete and accurate at the date they were given and shall remain complete and accurate if the replies were instead being given

17.7 The Property comprises all the land and buildings leased or occupied by the Seller for the purposes of the Business.

18 INFORMATION

18.1 All information contained in or referred to in this Letter is true and accurate and not misleading.

18.2 The replies to the legal due diligence questionnaire (part a Date>> raised on

behalf of the Buyer were when given and are true, correct and accurate.

19 TAX

- 19.1 The Seller has no material agreement with any relevant Tax Authority relating to transactions entered into in the course of the Business pursuant to which such transactions will be subject to Tax which is not strictly in accordance with the relevant legislation.
- 19.2 The Seller is not aware of any dispute which is likely to give rise to any dispute with any relevant Taxation with the Business.
- 19.3 The Seller does not conduct and does not intend to conduct any part of the Business through a branch, agency or partnership outside the United Kingdom, and the Business has not acted as branch or agent of any person not resident for any tax purposes in the United Kingdom.
- 19.4 No material sum of an income tax credit or other benefit existing contract or commitment relating to the Business after Completion has been disallowed wholly or in part as a deduction in compiling the Seller's profits for Taxation purposes.
- 19.5 None of the Assets are subject to tax under sections 90 to 104 (inclusive) of the Corporation Tax Act 2001.
- 19.6 The Plant will not be given a disposal for tax purposes in the hands of the Seller which is less than the eligible cost thereof by virtue of the operation of section 185 of the Corporation Tax Act 2001.
- 19.7 The amount of the consideration allocated to the Plant in this Agreement is not less than the eligible cost thereof for tax purposes.
- 19.8 There is no P11D dispensation in force in relation to the Employees.
- 19.9 The Seller is not transferring any assets in breach of any agreement to which Part XV of the Value Added Tax Regulations apply.

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Pension a

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Signed by <<Insert Name>>for and
on behalf of <<Name of Seller>>
LIMITED/PLC

Signed by <<Insert Name>> for and
on behalf of <<Name of Buyer>>
LIMITED/PLC

Signed by <<Insert Name>> for and
on behalf of <<Name of Guarantor>>
LIMITED/PLC

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