

DATED _____ <<Date>>

(1) <<Name of First Seller>> AND OTHERS

-and-

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

SHARE SALE AND PURCHASE AGREEMENT

-relating to-

<<Name of Company being sold>> **LIMITED/PLC**

THIS AGREEMENT is made on <<Date>> between:

- (1) THE INDIVIDUALS whose names and addresses are set out in column 1 of Schedule 1 of this Agreement (each a “Seller” and collectively “the Sellers”); and
- (2) <<Name of Buyer>> **LIMITED/PLC**, a company registered in England under number <<Insert company number>>, whose registered office is at <<Insert registered office address>> (“the Buyer”).

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

In this Agreement:

1.1 The following words and expressions shall have the meanings set out below:

“the Accounts”

the audited accounts of the Company comprising an audited balance sheet as at the Accounts Date and audited profit and loss account for the financial period ended on the Accounts Date together with the reports of the directors and auditors, any cash flow statements and all notes relating to such Accounts;

“the Accounts Date”

<<Insert Accounts Date>>;

“the Act”

the Companies Act 2006;

“the Applicable Data Protection Laws”

the Data Protection Act 1998 and the Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998;

“Business Day”

any day (other than Saturday) on which clearing banks are open for normal banking business in London;

“the Buyer’s Solicitors”

<<Insert Name of Buyer’s Solicitors>> or any successor firm;

“the Company”

<<Name of Company being acquired>> Limited/PLC (of which particulars are given in Schedule 1);

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“Completion”

completion of
the terms of th

of the Shares in accordance with

“Completion Date”

the date of this

“Confidential Information”

all secret or co
know-how, tra
information wh
disclosed ora
whatsoever fo

financial and technical information,
, computer software and other
ver form or medium and whether
ether with all reproductions in
art or parts of it;

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“the Disclosure Letter”

the letter from
this Agreement

the Buyer with the same date as

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“the Disclosed Schemes”

the Life Assu
Pension Schem

ension Scheme(s), the Personal
er Scheme;

“Encumbrance”

any interest or
or right of
assignment, h
security agree

cluding any right to acquire, option
mortgage, charge, pledge, lien,
terest, title, retention or any other
ether monetary or not;

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“Intellectual Property”

(a) patents, tra
and rights to a
names, interne
marks and ser
in designs and
(b) rights und
relation to a rig
(c) rights of t
paragraphs (a)
(d) the right to

s, registered designs, applications
nts, trade, business and company
mail addresses, unregistered trade
database rights, know-how, rights
orders, statutes or otherwise in
ect or nature as or to those in
the future may subsist; and
ts of any of the foregoing rights;

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“Intellectual Property Rig

all Intellectual
Company;

or required to be used by the

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“Intellectual Property Ag

means agree
Intellectual Pro
any invention,
how;

s relating (wholly or partly) to
e, use, assignment or patenting of
process, formulae or other know-

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“Life Assurance Scheme

means the <
underwritten b

oup Life Assurance Scheme>>
der>>;

[“the Management Accou

the manage
and of the Gro
<<Date>> cop

pany, of each of the Subsidiaries
period from the Accounts Date to
to the Disclosure Letter;]

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“Notice”

includes any n

or other communication;

“Pension Scheme(s)”

means <<Inse
schemes)>>;

be used for occupational pension

“Personal Pension Scher

means <<Inse
pension schen

scheme (to be used for personal
onal pensions)>>;

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“Proportions”

that part of the
entitled respec
1;

the Shares to which each Seller is
re set out in column 3 of Schedule

“Release”

any release, w
having similar

any other arrangement of any kind

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“Relevant Business”

means any bu
<<Specify natu

f or includes to a material extent

“Restricted Area”

means <<Spe

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“the Sellers’ Solicitors”

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<<Insert Name>> or a successor firm;

“the Shares”

all the shares in the Company;

“Stakeholder Scheme”

means the stakeholder scheme designated by the Company and set out in Schedule 2;>>;

[“the Tax Covenant”

the obligations of the Company as set out in Schedule 3;]

[“Tax”

as defined in Schedule 4;

[“the Tax Warranties”

the warranties set out in Schedule 5;

“the Warranties”

the warranties set out in Schedule 6 [and the Tax Warranties] and the word “Warranties” shall be deemed to be a reference to the warranties set out in that number;

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

1.3 A reference to a statutory provision or subordinate legislation is a reference to the provision in force at the date of this Agreement, taking account of any amendments, enactments and includes any statute, regulation or subordinate legislation which it amends or re-enacts and any subordinate legislation made under it provided that it would not impose a liability, obligation, liability or restriction on, or otherwise adversely affect, the Company or any party.

1.4 The schedules form part of this Agreement.

1.5 A reference to any person in the singular shall include a reference to any corporate or unincorporated body (with or without separate legal personality).

1.6 The singular includes the plural and vice versa.

1.7 A document referred to in these “Agreed Terms” shall be in the form of a deed or other instrument of authentication by or on behalf of the parties.

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1.8 A person shall be connected with such Corporation Taxes

ed with another if that person is
ning of section 839 of Income &

1.9 References to "in circumstance include against all liabilities interest which he m circumstance.

ifying" any person against any
eping him indemnified from and
s, damages, costs, expenses and
nection with or arising out of that

1.10 The headings are construction or inter

ce only and shall not affect the
ent.

1.11 The Buyer enters i enforcement of any and on behalf of the

far as may be necessary for the
it of the Company, as trustee for

1.12 All warranties, unde and obligations give in this Agreement a jointly and severally

demnities, covenants, agreements
on behalf of more than one person
ressly stated, given or entered into

2. AGREEMENT FOR SALE

2.1 On the terms of thi shall buy, with effec from any Encumbr future attach) to the and distributions of Agreement.

e Sellers shall sell and the Buyer
shares with full title guarantee, free
all rights that attach (or may in the
r, the right to receive all dividends
d on or after the date of this

2.2 The Buyer shall not unless the purchase

the purchase of any of the Shares
pleted simultaneously.

2.3 Each of the Sellers relation to any of the

-emption rights they may have in

3. CONSIDERATION

3.1 The purchase price Schedule 7.

or the Shares shall be as set out in

4. COMPLETION

4.1 Completion shall ta or at such other loca

tion Date at <<Specify location>>
e parties.

4.2 On Completion the

gations set out at Schedule 6.

4.3 On Completion, and obligations under cl

e Sellers have complied with their
:

4.3.1 make the pa with clause 3

ade on Completion in accordance

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7.2 The obligations of which is in or becomes a breach of the obligation the Sellers receive which any of the Se

use shall not extend to any matter remain otherwise than by reason of a in this Agreement or which any of independently entitled to disclose it or or regulatory authority to disclose.

8. NON-COMPETITION

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8.1 Each of the Sellers indirectly and whether assistance to, any o

er that he/she will not directly or with, or on behalf of or by way of

8.1.1 at any time beginning with or who has immediately or

insert number of months>> months any person who is at Completion, during the period of 12 months client or customer of the Company;

8.1.2 at any time beginning with custom of a time during the client or cus

insert number of months>> months s, solicit or otherwise seek the mpletion, or who has been at any mmediately preceding that date, a

8.1.3 at any time beginning with any supplier to the Comp months imr enticement of materially re Company; o

insert number of months>> months r entice away from the Company ad supplied goods and/or services idaries at any time during the 12 ompletion, if that solicitation or uch supplier to cease supplying, or se goods and/or services to the

8.1.4 at any time beginning with employ or (o any person y to, Complet reasonable Information or connectio

insert number of months>> months entice away from the Company or r employment or a consultancy to ring the period of 12 months prior f the Company and likely (in the be in possession of Confidential uence the customer relationships

8.1.5 at any time beginning with than 5% in whose share the meaning engaged, co Relevant Bu

insert number of months>> months s the holder for investment of less sued share capital of a company ised investment exchange (within ices and Markets Act 2000) be within the Restricted Area in any

8.2 The Sellers undertake connection with any domain name, desi is, in the reasonable words, mark, name,

any time after Completion, use in trade or service mark, business or ress used by the Company which , capable of confusion with such address.

8.3 Each of the underta

.2 is:

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8.3.1 considered by the Sellers as a separate and independent obligation of the Sellers and is enforceable by the Buyer (or any one or more of the restrictions in clause 8.1) to the Buyer the full benefit of the business and the Company and in consideration of the agreement of the Sellers to the Shares on the terms of this Agreement.

8.4 Accordingly, if any restriction shall apply to the Sellers, it shall be unenforceable, but would be valid if any part of it were valid and enforceable, or area of application reduced, the restriction shall apply as may be necessary to make it

8.5 Nothing in the undertakings shall prohibit any action in relation to the Shares (otherwise than as provided for in the Agreement) the Company have ceased to be a subsidiary of the Buyer would but for this clause 8.1 and 8.2 shall be deemed to be a subsidiary of the Buyer or part of any business in which the Company is engaged or any of those undertakings by the Company or any other subsidiary of the Buyer which would give rise to a claim, or which would give rise to a claim, under this clause 8.

9. [GUARANTEES

The Buyer undertakes to use reasonable endeavours (short of the substitution of the money and the substitution of the money) to procure the release of the Sellers at the date of Completion from liability under any and all outstanding guarantees and obligations undertaken by the Company and to indemnify the Sellers against any such liability arising after Completion. The details of the guarantees are: <<Specify details of

10. INDEMNITIES

The Sellers shall indemnify the Buyer (or the Company) against and shall pay to the Buyer (or the Company) as a result of liabilities suffered or incurred by the Company as a result of:-

- 10.1 any breach, whether or not in writing, of any covenant or any other term contained or implied in the Agreement or any property assigned by the Company
- 10.2 any defect or alleged defect in any property produced or sold by the Company
- 10.3 any industrial or other injury suffered by any employee or former employee of the Company or in relation to any period ending on or before Completion
- 10.4 [<<Specify other issues which may give rise to a claim against the Company or the Buyer (or the Company) as a result of negligence>>]

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save, (in the circumstances that recovery is made)

uses 10.2 and 10.3) to the extent of any policy of insurance.

11. PUBLICITY

11.1 The parties shall for press announcements and to the customer

make or procure to be made [a] to the employees of the Company in the Agreed Terms.

11.2 Each of the parties to clause 11.1, keep confidential and shall not disclose any or all of them to any other person in connection with the transactions hereunder except that the Buyer may disclose the transactions hereunder and financial statements

after Completion, but subject to the Agreement strictly private and without the written consent of the other party may disclose any other announcement relating to the transactions hereunder to the extent required by law and the Buyer shall be entitled to make references to the transactions hereunder in their respective future annual reports

12. PENSION SCHEME

Schedule 5 shall apply

Pension Scheme.

13. THIRD PARTY RIGHTS

13.1 For the avoidance of doubt, nothing in clause <<Insert number of clause of this Agreement shall confer on any third party any rights under this Agreement.

expressly provided in clause <<Insert number of clause of this Agreement shall confer on any third party any rights under this Agreement.

13.2 Notwithstanding that nothing in any third party this Agreement may be modified, rescinded or varied without the consent or approval

agreement may be enforceable by any third party. Any provisions may be amended, waived, modified, rescinded or varied without the consent or approval of the parties to this Agreement without the

14. ASSIGNMENT

14.1 Except as provided in clause 14.2, no party may assign, or grant any Encumbrance over, any of its rights under this Agreement or any document

Agreement, no party may assign, or grant any Encumbrance over, any of its rights under this Agreement or any document

14.2 Each party that has entered into this Agreement is acting on its own behalf.

Each party that has entered into this Agreement is acting on its own behalf.

14.3 The Buyer may assign this Agreement (or any document referred to in this Agreement) to any wholly owned subsidiary or a holding company of which it is wholly owned subsidiary, or a fellow wholly owned subsidiary of the same holding company, or a fellow wholly owned subsidiary of the same holding company, provided that any assignment is on the same terms mutatis mutandis to this Agreement.

This Agreement (or any document referred to in this Agreement) may be assigned to any wholly owned subsidiary or a holding company of which it is wholly owned subsidiary, or a fellow wholly owned subsidiary of the same holding company, provided that any assignment is on the same terms mutatis mutandis to this Agreement.

14.4 If there is an assignment of this Agreement (or any document referred to in this Agreement) to a wholly owned subsidiary or a holding company of which it is wholly owned subsidiary, or a fellow wholly owned subsidiary of the same holding company, the assignee shall be bound by the terms of this Agreement (or any document referred to in this Agreement) as if it were a party to this Agreement.

If there is an assignment of this Agreement (or any document referred to in this Agreement) to a wholly owned subsidiary or a holding company of which it is wholly owned subsidiary, or a fellow wholly owned subsidiary of the same holding company, the assignee shall be bound by the terms of this Agreement (or any document referred to in this Agreement) as if it were a party to this Agreement.

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14.4.1 the Sellers not assignor until

ations under this Agreement to the assignment; and

14.4.2 the assignee the Buyer shall

ment as if it were a party to it, but obligations under this Agreement.

15. **WHOLE AGREEMENT**

This Agreement together with the provisions hereof shall constitute the entire agreement between the parties in relation to its subject matter and shall supersede all prior agreements, understandings and negotiations between the parties, save to the extent that they arise out of the

entered into or to be entered into the entire agreement between the parties shall supersede all prior agreements, understandings and negotiations between the parties, save to the extent that they arise out of the representation of any party.

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16. **VARIATION AND WAIVER**

16.1 Any variation of this Agreement must be in writing and signed by or on behalf of the parties.

writing and signed by or on behalf of the parties.

16.2 Any waiver of any right or remedy under this Agreement and it applies only to the circumstances for which it is given the waiver from the date of its execution.

ent is only effective if it is in writing and it applies only to the circumstances for which it is given the waiver from the date of its execution.

16.3 A party that waives its right to take any action against that party shall not be deemed to have waived any other rights in relation to any other party.

party, or takes or fails to take any action against that party shall not be deemed to have waived any other rights in relation to any other party.

16.4 No failure to exercise any right or remedy provided under this Agreement shall prevent any further exercise of such right or remedy or constitute a waiver of such right or remedy or in part thereof.

ing any right or remedy provided under this Agreement shall not prevent any further exercise of such right or remedy or constitute a waiver of such right or remedy or in part thereof.

16.5 No single or partial exercise of any right or remedy shall preclude or restrict the exercise of any other right or remedy under this Agreement shall not preclude or restrict the exercise of any other right or remedy.

remedy under this Agreement shall not preclude or restrict the exercise of any other right or remedy.

16.6 Unless specifically provided otherwise, the provisions of this Agreement are cumulative and do not constitute a waiver of any other right or remedy provided by law.

s arising under this Agreement are cumulative and do not constitute a waiver of any other right or remedy provided by law.

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17. **PROVISIONS SURVIVING**

Insofar as the provisions of this Agreement shall not have been performed at the time of Completion, they shall continue to have force and effect notwithstanding Completion.

shall not have been performed at the time of Completion, they shall continue to have force and effect notwithstanding Completion.

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18. **FURTHER ASSURANCE**

The Sellers shall (and their agents and assigns) promptly execute and deliver all such documents and instruments as the Buyer may from time to time reasonably request in order to give full effect to the provisions of this Agreement.

se) promptly execute and deliver all such documents and instruments as the Buyer may from time to time reasonably request in order to give full effect to the provisions of this Agreement.

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19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and all of which together shall have the same effect as if each party had signed the same.

number of counterparts, each of which is an original and all of which together shall have the same effect as if each party had signed the same.

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20. COSTS

Each party shall, except as otherwise stated, pay its own costs of and incidental to this Agreement, including legal fees, and the Buyer shall lawfully exercise its rights under the Agreement. If the Buyer is referred to rescind this Agreement, the Sellers shall incur all expenses and costs incurred by it in connection with the exercise of its rights under the Agreement.

Each party shall, except as otherwise stated, pay its own costs of and incidental to this Agreement, including legal fees, and the Buyer shall lawfully exercise its rights under the Agreement. If the Buyer is referred to rescind this Agreement, the Sellers shall incur all expenses and costs incurred by it in connection with the exercise of its rights under the Agreement.

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21. SEVERANCE

The provisions of this Agreement shall be severable and distinct from one another, and, if at any time any provision is or becomes invalid, illegal or unenforceable, the validity and enforceability of the others shall not in any way be affected.

The provisions of this Agreement shall be severable and distinct from one another, and, if at any time any provision is or becomes invalid, illegal or unenforceable, the validity and enforceability of the others shall not in any way be affected.

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22. NOTICES

22.1 Any Notice relating to the exercise of any rights under this Agreement shall be in writing delivered personally or sent by pre-paid electronic means to the address of the party to be served or by electronic means to the address as may be notified for this purpose (or, by electronic means to the address of the Seller's Solicitors).

Any Notice relating to the exercise of any rights under this Agreement shall be in writing delivered personally or sent by pre-paid electronic means to the address of the party to be served or by electronic means to the address as may be notified for this purpose (or, by electronic means to the address of the Seller's Solicitors).

22.2 Any such Notice shall be deemed to have been served 24 hours after despatch by hand or electronic means, or 48 hours after despatch by post.

Any such Notice shall be deemed to have been served 24 hours after despatch by hand or electronic means, or 48 hours after despatch by post.

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

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

22.4 In proving service of a letter, it shall be sufficient to produce a copy of such letter was produced and placed in the post and, in the case of a transmission by electronic means, it shall be sufficient to produce a fax transmission or a copy of the transmission that transmission was duly and fully made to the correct address.

In proving service of a letter, it shall be sufficient to produce a copy of such letter was produced and placed in the post and, in the case of a transmission by electronic means, it shall be sufficient to produce a fax transmission or a copy of the transmission that transmission was duly and fully made to the correct address.

22.5 Any notice relating to the exercise of any rights under this Agreement shall be served as provided in this clause 23 on any of the Sellers or on any of the Seller's Solicitors. If such notice has been given to each of the Sellers.

Any notice relating to the exercise of any rights under this Agreement shall be served as provided in this clause 23 on any of the Sellers or on any of the Seller's Solicitors. If such notice has been given to each of the Sellers.

22.6 Any such notice shall be deemed to have been given to the personal representatives of the Seller if the Seller's representation has been given to the Sellers' Solicitors.

Any such notice shall be deemed to have been given to the personal representatives of the Seller if the Seller's representation has been given to the Sellers' Solicitors.

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Seller by name or to
Seller's address given
notified by them in v

representatives by title at the relevant
other address as may have been
being their address for service.

22.7 Each of the Seller
Solicitors as his agent
of or in connection
upon.

conditionally appoints the Sellers'
Notice or proceedings arising out
of the transactions hereby agreed

23. **PROPER LAW AND JURISDICTION**

This Agreement and
its subject matter
arising therefrom of
England and Wales
courts.

arising out of or in connection with
contractual matters and obligations
shall be governed by the laws of
exclusive jurisdiction of the English

SIGNED by or on behalf of the party

at before written

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Name and Address of Seller	Sh	Proportion
<<Name and Address>>	<<	<<Amount of Consideration due>>
<<Name and Address>>	<<	<<Amount of Consideration due>>
<<Name and Address>>	<<	<<Amount of Consideration due>>

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Name: << >>

Registered in England no: << >>

Date of incorporation: << >>

Share capital: £<<Total share capital>> issued shares>> ordinary shares of <<Nominal value>> each [and <<Number of other type of shares>> shares e.g. preference>> shares of <<Nominal value>> of share>> each]

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Directors: << >> << >> << >>

Secretary: << >>

Auditors: << >>

Registered office: << >>

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<<Insert details of Tax Covenant &

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27.2 The Disclosure Letter sets out details of all policies of insurance maintained by or on behalf of the Company, all of which are in full force and effect.

27.3 There are no material claims, disputes, or in respect of the validity of, any of those policies known to the Sellers are aware, there are no circumstances likely to give rise to a claim under any of those policies.

27.4 All the insurance policies in force and effect, are not void or voidable, and nothing has been done which could make any of them void or voidable and Compensated or entitle any insurer to terminate, any such policy.

28. COMPLIANCE WITH LAWS

28.1 The Company has conducted its business in accordance with all applicable laws in any relevant jurisdiction and neither the Company nor any of its directors or employees have committed, or omitted to do, any act which has or is likely to give rise to any fine, penalty, default proceedings or other legal proceedings against any part of the Company.

28.2 The Company has not given any undertaking or assurance given to any court or government authority which is still in force.

29. LICENCES

29.1 The Company has obtained all necessary licences, permits and authorities of a statutory or regulatory nature which are expedient to enable it to carry on its business effectively in the manner in which it is now carried on.

29.2 All such licences, permits and authorities are valid and subsisting, and none of the same have been suspended, cancelled or revoked on the same terms.

30. LITIGATION

30.1 The Company is not involved in any litigation or other legal proceedings with any customer or supplier or other third party.

30.2 So far as the Sellers are aware, no litigation or other legal proceedings are pending or threatened by or against the Company.

30.2.1 no litigation or other legal proceedings are pending or threatened by or against the Company.

30.2.2 there are no proceedings which could give rise to any litigation or other legal proceedings against the Company.

31. INSOLVENCY

31.1 The Company is not insolvent within the meaning of the Insolvency Act 1986 or any other insolvency legislation applicable to the company concerned and is not unable to pay its debts as they fall due.

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- 31.2 No step has been taken by or under which:
 - 31.2.1 the ability of the Company to take any action to enforce their debts is prevented; or
 - 31.2.2 some or all of the Company's assets are accepted, by Agreement or in pursuance of a court order, for a sum not less than the respective sums owing to the Company, or the sums with a view to preventing the dissolution of the Company;
 - 31.2.3 a person is appointed to manage the affairs, business and assets of the Company or any of its creditors; or
 - 31.2.4 the holder of a floating charge over the Company's assets is appointed to control the business of the Company.
- 31.3 In relation to the Company:
 - 31.3.1 no administrative receiver has been appointed;
 - 31.3.2 no document has been presented to the court for the appointment of an administrator;
 - 31.3.3 no notice of intention to appoint an administrator has been given by the relevant company or by a qualifying floating charge holder (as defined in section 740 of the Insolvency Act 1986).
- 31.4 No process has been taken which could lead to the Company being dissolved and its affairs being wound up among the Company's creditors, or
- 31.5 No distress, execution or other legal process has been levied on an asset of the Company.

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32. POLLUTION OF THE ENVIRONMENT

- 32.1 [No hazardous substances have been produced, used, stored or otherwise handled by the Company.] [The Company has at all times held all licences, consents, permits and authorisations necessary to enable it to use, store or otherwise handle or dispose of hazardous substances used, stored, otherwise handled or disposed of by the Company.]
 - 32.2 There has been no pollution of the environment by the Company, the Company has no responsibility for any pollution of the environment by any third party as a result of an act or omission by the Company which could give rise to a claim for damage to the environment.
- For the purpose of this section the expressions "pollution of the environment" and "polluter" shall have the same meanings as in section 1 of the Environmental Protection Act 1990.

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33. THE ACCOUNTS

- 33.1 The Accounts:
 - 33.1.1 have been prepared in accordance with the requirements of the Act and all other applicable law, and in accordance with general accounting practices;

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33.1.2 have been prepared in accordance with the principles and using methods which are consistent with the principles and using methods which are consistent with the preparation of the audited accounts of the Company for the accounting period falling wholly or partly within the accounting period ended on the Accounts Date; and

principles and using methods which are consistent with the preparation of the audited accounts of the Company for the accounting period falling wholly or partly within the accounting period ended on the Accounts Date; and

33.1.3 show a true and fair view of the state of affairs of the Company as at the Accounts Date and of the profit or loss of the Company for the accounting period.

state of affairs of the Company as at the Accounts Date and of the profit or loss of the Company for the accounting period.

33.2 The Accounts:

33.2.1 make proper provision for all debts, for contingent liabilities and for other liabilities (including deferred Tax);

or reserve for all bad and doubtful debts and for liabilities (including deferred Tax);

33.2.2 do not overstate assets or fixed assets; and

or fixed assets; and

33.2.3 do not understate liabilities (whether actual or contingent).

whether actual or contingent).

33.3 The Accounts are not affected by any unusual or non-recurring items or any other factor that would distort the true position and results shown by the Accounts unusual or non-recurring items or any other factor that would distort the true position and results shown by the Accounts in any material respect.

usual or non-recurring items or any other factor that would distort the true position and results shown by the Accounts in any material respect.

33.4 [Since the Accounts are prepared in accordance with the provisions of the Companies Act 1985]

33.4.1 the Company has conducted its business in the ordinary and usual course and without any material alteration in the nature, scope or manner thereof;

business in the ordinary and usual course and without any material alteration in the nature, scope or manner thereof;

33.4.2 the Company has not disposed of any asset, assumed any liability, made any transaction which would not be in the ordinary course of business and for full value; and

disposed of any asset, assumed any liability, made any transaction which would not be in the ordinary course of business and for full value; and

33.4.3 there has been no material change in the financial position or prospects of the Company.

the financial position or prospects of the Company.

33.5 [The Management Accounts are prepared using the same accounting principles, policies and methods as those used in the preparation of the Accounts (consistently applied) and fairly reflect the financial position of the Company as at the date and for the period to which they relate.]

pared using the same accounting principles, policies and methods as those used in the preparation of the Accounts (consistently applied) and fairly reflect the financial position of the Company as at the date and for the period to which they relate.]

34. FINANCE OF THE COMPANY

34.1 Full and accurate details of all loans or other financial facilities outstanding or available to the Company (and true and complete copies of all documents relating thereto) are attached to the Disclosure Letter and nothing whereby the financial position of the Company might be affected or prejudiced.

loans or other financial facilities outstanding or available to the Company (and true and complete copies of all documents relating thereto) are attached to the Disclosure Letter and nothing whereby the financial position of the Company might be affected or prejudiced.

34.2 A statement of all the credit or debit balances on such accounts as at the date of this Agreement are shown in the books and records of the Company attached to the Disclosure Letter as at the date to which such statement relates, and no payments out of, and no cheques drawn against, any such account in the ordinary course of business.

Company and of the credit or debit balances on such accounts as at the date of this Agreement are shown in the books and records of the Company attached to the Disclosure Letter as at the date to which such statement relates, and no payments out of, and no cheques drawn against, any such account in the ordinary course of business.

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35. **THE ASSETS OF THE COMPANY**

- 35.1 The Company owns and shall finance all assets used by it.
- 35.2 The Company has purchased all assets.
- 35.3 The amounts due from the Company in full in the ordinary course of business and in any event within <Number of days e.g. 90>> days following the date of maturity of any of these debts is subject to any counterclaim or set-off.

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36. **INTELLECTUAL PROPERTY**

- 36.1 The Company:
 - 36.1.1 is the sole and exclusive owner (where it is capable of registration) of all Intellectual Property used by it, all of which is validly assigned to the Company;
 - 36.1.2 has not entered into any Intellectual Property Agreements other than those authorised by the Company which would or might otherwise infringe the Company's Intellectual Property;
- 36.2 The Company owns all Intellectual Property (whether registered or unregistered) in the Company's products and is the proprietor of any registrations or applications for such designs.
 - 36.2.1 None of the Intellectual Property of the Company (so far as the Company is aware) is the Intellectual Property of any other person.
 - 36.2.2 None of the Intellectual Property rights are being used by, or are being infringed, copied, misappropriated, proposed or attacked by any other person.

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37. **PLANT**

Each item of the plant and equipment used in the business of the Company is in good repair and condition and in satisfactory working order.

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38. **COMPUTER SYSTEMS**

- 38.1 The Hardware has been purchased, maintained and supported and has the benefit of an appropriate maintenance support agreement which is not capable of being terminated by less than 12 months' notice.
- 38.2 Where any of the records of the Company are stored electronically, the Company is the owner of the necessary software licences necessary to enable it to keep, copy and use such records in the course of its business.

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business and does with any person.

or software relating to the records

38.3 In this paragraph 15

38.3.1 "Hardware" of the Comp

equipment used by or for the benefit including all Software;

38.3.2 "Software" microproces irrespective

instructions for execution by benefit of the Company at any time, or medium.

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39. THE CONTRACTS OF TH

39.1 The Company is r obligation, commitm

t to any agreement, transaction, engagement or liability which:

39.1.1 involves or revenue of a

ations, restrictions, expenditure or rous or exceptional nature; or

39.1.2 is in any wa business of t

ordinary and proper course of the n's length terms.

39.2 There is not outsta years been outsta Company and any p

t at any time during the last three t or arrangement between the ly of an arm's length nature.

39.3 The Sellers are no customers of or su volume of their pur comparison with t Company during th date of this Agree

o indicate that any of the existing are likely materially to reduce the to, the Company in the future by hases from, or supplies to, the of months>> months prior to the

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40. EMPLOYMENT

40.1 There is no empl Company and any which are annexed

act or engagement between the officers, other than those copies of re Letter.

40.2 There is no empl employees which d notice or less with (other than a statu unfair dismissal).

n the Company and any of its y the Company by three months' m for damages or compensation ent or statutory compensation for

40.3 The Disclosure L employment, perio grade and age of contract of employ

of the name, date of start of ment, salary and other benefits, Company and the terms of the ee.

40.4 The Company is no the rate of remuner

t has it made provision to increase officer or employee.

40.5 Except as disclos

company has not:

40.5.1 incurred a lia including, w

ination of an employment contract dancy payment, protective award

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42. MATERIAL DISCLOSURE

- 42.1 All information contained in the Disclosure letter is true and accurate.
- 42.2 No person is entitled to receive from the Company any finder's fee or other commission in connection with the acquisition or disposition of the Company.
- 42.3 The sale of the Shares by the Company is not by virtue of the terms of any agreement or arrangement entered into by the Company to lose the right to sue or to be sued, or to entitle any person to sue or to be sued, or to contract with, or obligation to, the Company.
- 42.4 The replies to the inquiries dated <<Date>> raised on behalf of the Buyer shall remain true complete and accurate.

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<<Insert any operative provisions here>>

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43. **ON COMPLETION THE SELLERS SHALL**

43.1 deliver to the Buyer

43.1.1 transfers of the share certificates and certified copies of any transfers which have been entered

registered holders thereof in favour of the Buyer together with the share certificates and certified copies of any transfers which any of such transfers may

43.1.2 all the statutory documents of the Company and a certificate of incorporation or registration and a copy of the Memorandum of Association and Articles of Association (if any);

(duly written up to date) of the Company and a copy of the Memorandum of Association and Articles of Association (if any);

43.1.3 letters of resignation as directors of the Company pursuant to paragraph 1

Terms executed by the persons who have resigned as directors of the Company pursuant to

43.1.4 [the resignation and appointment of directors] and the appointment of a principal employer in respect of [the Pension Scheme]

the [Pension Scheme] and the appointment of a principal employer in respect of the [Pension Scheme]

43.1.5 all credit and other papers in the possession or control of the Company; and

the account of the Company and all other papers in the possession or control of the Company which are in the possession or control of the Sellers or any director of the Company; and

43.1.6 the Disclosure Statement

43.2 procure:

43.2.1 the transaction to be entered into by the Company to be referred to in the completion board minutes and each of the Subsidiaries in the Agreed Terms

the transaction to be entered into by the Company to be referred to in the completion board minutes and each of the Subsidiaries in the Agreed Terms

43.2.2 such persons to be nominated to be validly appointed as directors of the Company

such persons to be nominated to be validly appointed as directors of the Company

43.2.3 upon such persons to be nominated to be validly appointed as directors of the Company <<Insert Name of such persons>> in their respective capacities

upon such persons to be nominated to be validly appointed as directors of the Company [other than the Secretary] of the Company both from the [Pension Scheme] and the [Pension Scheme];

43.2.4 the written consent of the auditors of the Company in respect of the Agreed Terms against the Company in respect of the Agreed Terms, whether billed or unbilled, in respect of the Agreed Terms referred to in the Agreed Terms

[Agreed Terms] of the auditors of the Company in respect of the Agreed Terms, whether billed or unbilled, in respect of the Agreed Terms referred to in the Agreed Terms

43.2.5 [the release of the Company from all banking arrangements]

of the Company from all banking arrangements

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43.2.6 the release of all Encumbrances given by the Company (whether or not otherwise) and of all guarantees given by the Company (whether or not otherwise) and of all guarantees given by any third party;

43.2.7 the repayment or set-off of any amounts due to the Company by the Sellers, the directors of the Company or any person who is an associate of or connected with the Company;

43.2.8 the release of any and all claims against the Company by any person who is an associate of or connected with the Company, including an acknowledgment by each such person that there is no claim against them under which any such claim might arise in the future;

43.2.9 [that the Company shall, on the name of company/firm/individual>> [and <<Insert name of company/firm/individual>>] enter into [service] [consultancy] agreement on the Agreed Terms; and]

43.2.10 that the Company shall call a general meeting on short notice and, at such meeting, shall resolve to amend the Articles of Association in the Agreed Terms.

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44. The purchase price payable to the Sellers in the Proportions as set out in Schedule 1 shall be the sum of £<<Amount in figures>> (<<Amount in figures>> pence), which shall be due to the Sellers on Completion.

The Shares shall be the sum of <<Amount in figures>> pounds), which shall be due to the Sellers on Completion.

45. The sum payable to the Sellers in the Proportions as set out in Schedule 1 shall be paid by way of a banker's draft in favour of the Sellers (whose receipt thereof shall constitute sufficient discharge to the Sellers) by way of a graphic transfer to the following account(s):

Paragraph 1.1 shall be paid by way of a banker's draft in favour of the Sellers (whose receipt thereof shall constitute sufficient discharge to the Sellers) by way of a graphic transfer to the following account(s):

Bank: << >>

Branch: << >>

Sort Code: << >>

Account Name: << >>

Account Number: << >>

[Bank: << >>

Branch: << >>

Sort Code: << >>

Account Name: << >>

Account Number: << >>

[Bank: << >>

Branch: << >>

Sort Code: << >>

Account Name: << >>

Account Number: << >>

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Signed by <<Name of Seller>>

Signed by <<Name of Seller>>

Signed by <<Name of Seller>>

Signed by <<Name>>for and

on behalf of <<Name of Buyer>>

LIMITED/PLC

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