

This **AGREEMENT** dated

BETWEEN:

- (1) THE PERSON whose name is entered in Schedule 1 ("the Sole Trader"); and
- (2) <<Name of Company>> incorporated in <<England and Wales>> under registration number <<number>> whose registered office is at <<Address>> (herein as "the Company").

WHEREAS:

- I The Sole Trader has been carrying on a business under the style of "<<trading name>>" which is <<nature of business>> ("the Business").
- II The Sole Trader receives and is responsible for all the losses of the Business.
- III The Sole Trader wishes to transfer the Business as a going concern, together with all the assets of the Business (other than cash), in exchange for shares in the Company.
- IV Details relating to the Company as a private limited company [and has not traded since its incorporation] are given in Schedule 2.

It is hereby AGREED:

1. Interpretation

- 1.1 In this Agreement, unless otherwise requires:-

"the Transfer Date" means <<insert date>> or such other date as the Sole Trader decides;

"the Contracts" means all contracts, arrangements, and other commitments entered into by the Sole Trader and which remain to be performed by any party to them in whole or in part at the Transfer Date;

"the Excluded Assets" means the assets listed in Schedule 3;

"IPRs" means (a) any and all rights in any patents, trademarks, registered designs, and (b) any and all rights (and rights to apply for any rights) trade, business and names, internet domain

names and e-mail addresses, unregistered trademarks and service marks, database rights, know-how, rights in designs and inventions;

(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);

(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

(d) the right to sue for past infringements of any of the foregoing rights;

"IT Systems"

means all computer hardware and software owned, used, leased or licensed by or in relation to the Business; and

"the Premises"

means the premises brief particulars of which are given in Part I of Schedule 4 (including any fixtures and fittings thereon).

- 1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. **Transfer of the Business**

- 2.1 With effect from midnight on the Transfer Date the Sole Trader shall transfer as a going concern to the Company:-

2.1.1 the goodwill (if any) of the Business together with the exclusive right (so far as the Sole Trader can grant the same) for the Company to represent itself as carrying on the Business in continuation of and in succession to the Sole Trader and to use the name "<<trading name>>" (or any part thereof) in connection with the Business;

2.1.2 all rights or title or interest which they have in the Premises;

2.1.3 the benefit of any debts owing to the Sole Trader in the course of the Business on the Transfer Date, together with the benefit of any security for the same held by the Sole Trader;

2.1.4 all stock-in-trade of the Business at the Transfer Date;

2.1.5 the benefit (subject to the burden) of the Contracts;

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3. Liabilities

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4. Consideration

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will referred to in clause 2.1.1,

s referred to in clause 2.1

and 4.1.2 above, shall consist
Company].

5. Completion

5.1 The transfer of the Business to clause 2.1 shall, subject to clause 5.2, be completed by the Transfer Date;

5.1.1 as soon as possible after the Transfer Date, the Sole Trader shall:

5.1.1.1 deliver to the Company such of the assets of the Business as are capable of being transferred to the Company in accordance with clause 2.1 as are capable of being transferred to the Company;

5.1.1.2 provide to the Company such documents as were in the exclusive possession or control of the Sole Trader on the Transfer Date;

5.1.1.3 deliver to the Company duly executed assurances of title in respect of the Business referred to in clause 2.1, together with all documents of title relating to the Business, including books of account, records and other documents relating to the Business; and

5.1.2 <<[immediately after the Transfer Date], the Company shall issue the shares representing the Business to the Sole Trader;

5.2 If the assignment of the Business or any asset or right agreed to be sold hereunder requires the consent of a third party, and such consent is not available on the Transfer Date, the Sole Trader shall:-

5.2.1 subject to the consent of the Sole Trader, use his best endeavours to obtain such consent as soon as possible;

5.2.2 hold the Business and any asset or right for the Company until the consent is obtained;

5.2.3 in the meantime, the Sole Trader (or he lawfully may) act under the direction of the Company in all matters relating to that asset or right;

and accordingly completion of the novation in question shall be delayed until consent is obtained;

5.3 Each of the Sole Trader and the Company shall give such guarantees as may reasonably be required to obtain any consent referred to in clause 5.2.

6. **Employees**

It is acknowledged and agreed that the sale of the Business hereunder constitutes a Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended and updated. The contracts of employment of the persons employed by the Business on completion of the transfer shall be transferred to the transferee by those Regulations.

7. **General**

7.1 This Agreement shall be performed, continue in full force and effect until completion, and the parties shall do such acts and things as may be necessary to give effect thereto.

7.2 All costs and expenses incurred by the parties in connection with the preparation, completion and execution of this Agreement shall be borne by the parties in proportion to their respective shares in the Business.

7.3 This Agreement shall be performed, continue in full force and effect until completion, and the parties shall do such acts and things as may be necessary to give effect thereto.

IN WITNESS whereof the parties have hereunto set their hands and year first before written

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IN WITNESS whereof the parties have hereunto set their hands and year first before written

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Signed by <<Sole Trader>>

In the presence of: -

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Signed for and on behalf of <<

>>Company Signatory>>

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