

[Name and Address of Buyer]

Dated: [Date]

**Sale of the business and assets of [Name] Limited (the Seller)**

We refer to the [Name of Seller] (the Seller) and its business and assets as the Business.

Buyer (1) [Name of Buyer] (the Buyer)

**General**

- 1. Words and Clauses used in this letter and in the Disclosure Letter shall have the meanings assigned to them in this letter.
- 2. This letter and the Disclosure Letter shall be read together and shall prevail over any other document in relation to the Business.
- 3. The information disclosed in this letter and in the Disclosure Letter shall be taken to be correct and true.
- 4. The disclosure in this letter and in the Disclosure Letter shall be taken to be complete and shall include all information which is necessary for the Buyer to make an informed decision as to whether to purchase the Business.
- (a) The Seller shall disclose all information which is known to the Seller and which is material to the Buyer's decision.
- (b) The Seller shall disclose all information which is known to the Seller and which is material to the Buyer's decision.
- 5. A disclosure in this letter and in the Disclosure Letter shall be taken to be made in good faith.
- 6. If there is any discrepancy between the information disclosed in this letter and in the Disclosure Letter, the information in the Disclosure Letter shall prevail.

Buyer in this letter shall be taken to be correct and true.

**General disclosure**

- 7. This letter and the Disclosure Letter shall be available to the Buyer and shall be taken to be correct and true.
- (a) The Seller shall disclose all information which is known to the Seller and which is material to the Buyer's decision.
- (b) The Seller shall disclose all information which is known to the Seller and which is material to the Buyer's decision.
- (c) The Seller shall disclose all information which is known to the Seller and which is material to the Buyer's decision.
- (d) The Seller shall disclose all information which is known to the Seller and which is material to the Buyer's decision.

Buyer in, or which is disclosed: and all information



maintained by, or which is available on enquiry of, HM Land Registry, the land charges department at HM Land Registry and any public or local authority; and

- (ii) an inspection and survey;

(e) a search (whether or not made) of the records available to the public concerning the Seller at Companies House in England and Wales as at the date which is one Business Day prior to the date of the Agreement;

(f) a telephone search (whether or not made) of the Central Registry of Winding-up Petitions in relation to the Seller as at the date which is one Business Day prior to the date of the Agreement;

(g) a search (whether or not made) of the UK Intellectual Property Office in relation to the

(h) to the Buyer or materials enclosed

**Specific disclosure**

8. Without limitation, the Seller warrants that the following facts, not by way of limitation [Number] to the Agreement

<u>Warranty No.</u>	<u>Warranty</u>
[Paragraph no.]	[Warranty no.]

9. This letter is governed by English law.

10. Please sign and return this letter by signing

Yours faithfully

For and on behalf of  
[Name of Seller]

Accepted:



For and on behalf of  
[Name of Buyer]

Dated:

**Schedule – Index of Disclosure Documents**

- 1 [Document name]
- 2 [Document name]

