

BUSINESS SALE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

ABN (if applicable): _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

ABN (if applicable): _____

Address: _____

Phone/Email: _____

Business Information:

Business Name: _____

Business Address: _____

ABN: _____

ACN (if applicable): _____

Assets Included (attach inventory list): _____

Purchase Price and Payment Terms:

Purchase Price: _____ AUD

Payment Method and Schedule: _____

Clause 1 – Agreement to Sell and Purchase

Seller agrees to sell and Buyer agrees to purchase the business identified above, including all assets, goodwill, and rights, on the terms set forth in this Agreement. Seller warrants that Seller has full authority to sell the business and that it is free from encumbrances except as disclosed herein.

Clause 2 – As-Is, Where-Is Condition

The business, including all assets and goodwill, is sold AS-IS, WHERE-IS, with all faults and without any warranties except those expressly stated in this Agreement. Buyer acknowledges having had the opportunity to inspect and conduct due diligence prior to execution.

Clause 3 – Disclosure and Due Diligence

Seller represents that all information provided to Buyer regarding the business is true and complete to the best of Seller's knowledge. Buyer has conducted or waived any further due diligence.

Clause 4 – Purchase Price and Payment

The total Purchase Price for the business is as specified above. Payment shall be made in cleared funds by the agreed method and schedule as detailed in this Agreement. Any deposit paid shall be held in trust pending completion.

Clause 5 – Completion and Transfer

Completion shall occur at the agreed location upon payment of the Purchase Price in full. Seller shall deliver all documents, keys, licenses, permits, and access necessary to operate the business.

Clause 6 – Employee Matters

Seller shall provide details of employees and any obligations regarding employment law. Buyer agrees to comply with all applicable employment legislation post-completion.

Clause 7 – Warranties and Representations

Seller warrants that the business is compliant with all relevant Australian laws and regulations, all taxes have been duly paid, and there are no outstanding claims or disputes.

Clause 8 – Indemnities

Seller indemnifies Buyer against any liabilities arising prior to completion, including tax liabilities, debts, and claims arising from the operation of the business.

Clause 9 – Confidentiality

The parties agree to keep all details of this Agreement and related negotiations confidential, except as required by law or agreed otherwise in writing.

Clause 10 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Australia. The parties submit to the exclusive jurisdiction of the courts of the relevant state or territory.

Clause 11 – Notices

All notices under this Agreement shall be in writing and delivered by hand, prepaid mail, or email to the addresses specified in this Agreement.

Clause 12 – Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter.

Clause 13 – Assignment

Neither party may assign or transfer their rights or obligations under this Agreement without the prior written consent of the other party.

Clause 14 – Severability

If any provision is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 15 – Waiver

The failure to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

Clause 16 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

Clause 17 – Further Assurance

Each party agrees to perform all further acts and execute all further documents reasonably necessary to give effect to this Agreement.

Clause 18 – Risk

Risk in the business and assets shall pass to Buyer upon completion.

Clause 19 – Taxes and Duties

Buyer shall be responsible for any transfer taxes, stamp duties, and other taxes arising from the sale.

Clause 20 – Dispute Resolution

The parties agree to first attempt to resolve any dispute by mediation before commencing legal proceedings.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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