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Agreement for the Sale of Goods

Form BS03

THIS AGREEMENT is made the _____ day of _____ year _____

BETWEEN:

(1) _____ of _____ (the 'Buyer'); and

(2) _____ of _____ (the 'Seller').

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the sum of £ _____, receipt of which the Seller hereby acknowledges, the Seller hereby sells and transfers to the Buyer and his/her successors and assigns absolutely, the following goods (the 'Goods'):

[2. Although this sale is not made in the course of any business of the Seller, it is nonetheless agreed that the statutory terms as to satisfactory quality set out in the Sale of Goods Act Section 14 shall have effect and it is further agreed that the Goods sold under this agreement shall be fit for their purpose, that is to say: _____

_____]¹

IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written

Signed by or on behalf of the Buyer

Signed by or on behalf of the Seller

in the presence of (witness)

in the presence of (witness)

Name _____

Name _____

Address _____

Address _____

Occupation _____

Occupation _____

Important: This form is to be used for private sales only, not for sales which are made in the course of a business carried on by the seller.

¹ Insert the purpose for which the buyer has stated that he intends to use the goods. In a sale of goods between private individuals, where the sale is not made in the course of the seller's business, there is no automatic promise by the seller to the effect that the goods will be of satisfactory quality or fit for any particular purpose, even where the seller knows of the buyer's purpose for the goods. Paragraph two on this form enables the parties to insert promises as to quality and fitness for purpose if they wish to do so.

Note: if the sale is made in the course of the seller's business, the sale is automatically made subject to statutory terms as to quality and fitness for purpose, and there is no power to remove these from the agreement except where the buyer has bought them in the course of the buyer's business and either the buyer buys goods of this type frequently or else if the goods are not of a kind which is normally bought for private use.

Under statute, all sales of goods are subject to a promise by the seller that he has title to the goods that he is selling. The only exception is where he makes it clear that he is selling them with such title as he may have. If he does this, he must add a term revealing anything known to him which makes his title open to question. The statutory promises as to title apply, whether or not the seller is selling in the course of a business. It cannot be excluded from the agreement save where the seller is only selling such title as he has.

Alteration to Terms of Employment

Form E68

Date _____¹

To _____

This letter is to let you know that the terms and conditions of your contract have been amended as set out below.

If you wish to discuss any of these changes or require any further information, please let me know.

Date changes effective: _____

New wages/salary: _____

New hours of work: _____

New location: _____

Changes to duties and responsibilities: _____

Please acknowledge receipt of this letter and your agreement to the terms set out in it by signing the attached copy of this letter and returning it to _____. You should retain the top copy with your contract of employment.

Signed

for

I, _____, acknowledge that I have received a statement of alteration to the particulars of my employment as required by section 1 of the Employment Rights Act 1996 and agree to the terms set out in that statement.

Signed

Dated

¹ This must be no later than one month after the change to the terms of employment.

Assignment of Accounts Receivable with Non-Recourse Form TA01

THIS DEED is made the _____ day of _____ year _____

BETWEEN:

- (1) _____ of _____ (the 'Assignor'); and
 (2) _____ of _____ (the 'Assignee').

NOW THIS DEED WITNESSES as follows:

1. In consideration for the payment of the sum of £ _____ (receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns and transfers to the Assignee all rights, title and interest in and to the account(s) receivable described as follows (the 'Accounts'):

2. The Assignor warrants that the Account(s) are due and the Assignor has not received payment for the same or any part thereof.
3. The Assignor further warrants that it has full title to the Accounts, full authority to sell and transfer the Accounts and that the Accounts are sold free and clear of all liens, encumbrances and any known claims.
4. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
5. Upon being required by the Assignee so to do the Assignor shall forthwith instruct each person indebted under the Accounts herein assigned, that payment should be made direct to the Assignee.

IN WITNESS OF WHICH the parties have executed this deed the day and year first above written

 Signed by or on behalf of the Assignor

 Signed by or on behalf of the Assignee

 in the presence of (witness)

 in the presence of (witness)

Name _____

Name _____

Address _____

Address _____

 Occupation _____

 Occupation _____

Note: Non-recourse means that the risk of the debtor not paying is on the assignee and that if the parties wish to place the risk on the assignor they should add a term stating 'if the indebtedness due under any Account shall not be paid by _____, the Assignee shall be entitled to require the Assignor to repurchase the Account for the sum that was paid by the Assignee to the Assignor in respect of the same plus interest at _____% per annum from that date.'

Assignment of Contract

Form TA02

THIS DEED is made the _____ day of _____ year _____

BETWEEN:

- (1) _____ of _____ (the 'Assignor');
 (2) _____ of _____ (the 'Assignee'); and
 (3) _____ of _____ (the 'Third Party').

WHEREAS:

- (A) The Assignor and the Third Party have entered into an agreement dated _____ year _____ (the 'Agreement').
 (B) With the consent of the Third Party the Assignor wishes to assign all its rights and obligations under the Agreement to the Assignee.

NOW THIS DEED WITNESSES as follows:

1. The Assignor warrants and represents that the Agreement is in full force and effect and is fully assignable.
2. In consideration of £_____ paid by the [Assignee to the Assignor], [Assignor to the Assignee] The Assignor hereby assigns its rights under the Agreement to the Assignee and the Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor under the Agreement and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance or defective performance by the Assignee.
- [3. The Assignee shall be entitled to all monies remaining to be paid under the Agreement, which rights are also assigned hereunder.]
4. The Assignor warrants that the Agreement has not been modified and that the terms contained therein remain in force. [The Assignor further agrees to indemnify the Assignee and hold the Assignee harmless from any claim or demand resulting from non-performance or defective performance by the Assignor prior to the date hereof.]
5. The Assignor further warrants that it has full right and authority to transfer the Agreement and that the Agreement rights herein transferred are free of lien, encumbrance or adverse claim.
- [6. The Third Party agrees to the assignment of the Agreement upon the terms stated herein, [and agrees further that as regards any future non-performance or defective performance he shall have recourse only against the Assignee] or [but without prejudice to his right of recourse against the Assignor in respect of any non-performance or defective performance, whenever the same may occur.]]

IN WITNESS OF WHICH the parties have executed this deed the day and year first above written

Assignment of Contract (continued)

Form TA02

(Individual)

(Company)

Signed by the Assignor

Signed for and on behalf of _____
_____Ltd

in the presence of (witness)
Name _____
Address _____

Occupation _____

Director

Director/Secretary

Signed by the Assignee

Signed for and on behalf of: _____
_____Ltd

in the presence of (witness)
Name _____
Address _____

Occupation _____

Director

Director/Secretary

Note: In law, it is possible to assign the benefit of a contract without the consent of the other party to the contract. However, care needs to be taken to ensure that the other party knows about the assignment. It is also possible for one party to delegate performance of the contract to somebody else without such consent, unless personal performance is part of what is expected, say in a contract to paint a portrait.

However, if one party has duties under the contract, it is not possible to assign the legal responsibility to perform those duties without the consent of the other party to the contract. For example, if I contract to deliver a tonne of coal, I can perform that contract by getting somebody else to deliver it, but I remain responsible to ensure that it is delivered and that it is of the correct grade. Therefore, if the contract is not properly performed, I can be sued, although I may have delegated its performance.

The effect of this form is to provide for one person to take over both the benefits of the contract and the obligation (because the third party consents to the assignment) to perform the duties which arise in the future, and to be indemnified for any breaches of contract which the assignor may have committed before the assignment. Sometimes, a contract is profitable, and a person will pay for the privilege of taking it over. Sometimes, a contract is unprofitable, and a person will pay for the privilege of having someone else take it on. In this form, you will find wording in square brackets to cover either possibility. Make sure that you strike out the one which does not apply.

There are also square brackets to cover the question of whether the third party is to continue to have a remedy against the Assignor after the assignment. Again make sure that you strike out the one which does not apply, and that it is altered, if necessary, in such a way as to reflect your intentions.

Assignment of Money Due

Form TA05

THIS agreement is made the _____ day of _____ year _____

BETWEEN:

- (1) _____ of _____ (the 'Assignor'); and
 (2) _____ of _____ (the 'Assignee').

WHEREAS:

- (A) The Assignor is entitled to the payment of certain monies under a contract dated _____ year _____ ('the Contract') and made between the Assignor and _____ (the 'the Third Party').
 (B) The Assignor wishes to assign the benefit of the Contract to the Assignee.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the sum of £_____, receipt of which the Assignor hereby acknowledges, the Assignor assigns and transfers to the Assignee all monies now due and payable to the Assignor and to become due and payable to the Assignor under the terms of the Contract to the Assignee.
2. The Assignor hereby warrants that there has been no breach of the Contract by any party, and that the Assignor is in full compliance with all the terms and conditions of the Contract, and that he has not assigned or encumbered all or any rights under said contract.
3. The Assignor authorises and directs the Third Party to deliver any and all cheques, drafts, or payments to be issued pursuant to Contract to the Assignee; and further authorises the Assignee to receive such cheques, drafts, or payments from, and to collect any and all funds due or to become due pursuant thereto.
4. The Assignee will at the Assignor's request, immediately serve notice in writing upon the Third Party informing him of the assignment to the Assignee of the Assignor's rights under and in respect of the Contract and requiring him to forward to the Assignee a copy of the notice, signed by the Third Party.

IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written

_____ Signed by or on behalf of the Assignor _____ in the presence of (witness) Name _____ Address _____ _____ Occupation _____	_____ Signed by or on behalf of the Assignee _____ in the presence of (witness) Name _____ Address _____ _____ Occupation _____
--	--

Note: It is essential to inform the Third Party of the assignment as soon as possible, because it is only after notice that the third party will be obliged to pay the Assignee instead of the Assignor. Until the third party is informed, the Assignee will have no remedy against him if he pays the debt to the Assignor, and although the Assignee would have a remedy against the Assignor, that remedy will not necessarily be worth anything against an Assignor who has accepted a payment to which he is no longer entitled.

The assignment is complete as soon as the third party knows of it, no matter who informs him. As a practical matter, however, it is best if the Assignor informs him, because otherwise the third party will be left in doubt as to whether the debt has really been assigned, and he will probably not act upon the assignment without the Assignor's confirmation. If the Assignor refuses to confirm the assignment, the third party will be entitled not to pay until a court decides the matter.

Note that in this agreement as drafted, the Assignor will be liable to the Assignee if it turns out that the debtor is not liable to pay the debt because of a default by the Assignor, even if the Assignor was unaware of this fact at the time of the assignment. If you wish to impose a less strict obligation, you will need to alter clause 2; for example, by providing that there has been no breach of contract, so far as the Assignor is aware. The nature of the obligation is, of course, a matter for negotiation between the Assignor and the Assignee.