

# Business Acquisition Contract

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The person named in Item 1 of Schedule 1  
(Seller) and

(Buyer)

Date:

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THIS AGREEMENT dated

2015

**PARTIES:**

(ACN/ABN [For tax reasons, normally an ABN will be required. However if a company has no ABN, the ACN may be used in certain circumstances. See sections 153 and 1344 of the Corporations Act.] of (Buyer)

OF THE FIRST PART

**AND**

(ACN/ABN [For tax reasons, normally an ABN will be required. However if a company has no ABN, the ACN may be used in certain circumstances. See sections 153 and 1344 of the Corporations Act.] of (Seller)

OF THE SECOND PART

## **1 Defined terms & interpretation**

### **1.1 Defined terms**

In this Agreement unless the context or subject matter otherwise require:

**Accounting Standards** means:

- (a) the accounting standards approved under the Corporations Act and its requirements about the preparation and content of accounts; and
- (b) generally accepted and consistently applied principles and practices in Australia, except those inconsistent with the standards or requirements referred to in (a).

**Accounts** means the audited balance sheet of the Business as at the Accounts Date for the 3 year period ending on the Accounts Date.

**Accounts Date** means the Agreement Date.

**ADI** means an authorised deposit taking institution within the meaning of the *Banking Act 1959* (Cth).

**Agreement** means this agreement (including recitals, schedules and annexures to it) and any amendments or variations to this agreement as agreed by the parties in writing from time to time.

**Agreement Date** means the date specified above the parties names on page 4 of this Agreement, or if not specified in that place, the date of its execution by the party that last executes it.

**Authorisation** includes:

- (i) the [DESCRIPTION] Licence;
- (ii) a consent, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a Government Agency; and/or
- (iii) in relation to anything which a Government Agency may prohibit or restrict within a specific period, the expiry of that period without intervention or action.