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YOUR DETAILS (PLEASE USE CAPITALS)

Title First Name Last Name
Address.....
.....Text
Post Code Email
Tel Mobile
Company Name
Company Reg. No.
Businesses or area of interest

NON-DISCLOSURE AGREEMENT

I fully understand and agree that all information relating to any client of The Business Partnership and supplied to me will be kept strictly confidential. I acknowledge that The Business Partnership has provided, and/or has agreed to provide in the future, to me information of a confidential or proprietary nature (the Confidential Information) Confidential Information shall mean any information or data relating to any clients of The Business Partnership business or affairs disclosed whether in writing, orally or by any other means. I agree that in respect of the Confidential Information received from The Business Partnership I will:

Treat it as confidential and make no copies thereof not disclose it to any third party without the prior written consent of The Business Partnership and use it solely for the purpose as agreed between parties

I further acknowledge that all documents and other material things embodying any of the Confidential Information which is received under this agreement shall remain the property of the supplying party (or other owner thereof) and I shall hold them as bailee for the supplying party, exercising reasonable care to keep them safe from access by unauthorised persons, and shall return them to the supplying party within one week of a written request from the supplying party.

I will not attempt to contact the employees, customers, creditors, suppliers or landlords of any client of The Business Partnership at any time. I will not use the confidential information to seek to obtain any commercial advantage over any client of The Business Partnership.

I acknowledge that this Agreement shall remain in force in perpetuity. The laws of England and Wales shall govern this Agreement. I confirm that I have funds or access to funds to enter negotiations for the business for which I have expressed an interest I confirm that no contact will be made with the vendor or company direct.

TERMS AND CONDITIONS

The Sales Particulars you will receive, and any subsequent commercial information relating to this business, are supplied on the strict understanding that it should be kept confidential and must not be copied or supplied to a third party without the consent of The Business Partnership (TBP).

All recipients the Sales Particulars and any other details irrevocably agree:-

1. To treat all information contained herein, and as may subsequently be supplied, with complete confidentiality.
2. To make no approach directly to the Owner or the Business and or Property either personally, by telephone, or in writing without the consent of TBP.
3. To visit the Owner and/or the Business or Property only and strictly by prior appointment to be made and confirmed through the Office of TBP.
4. To make no approach to the Staff of the business or discuss the proposed sale with any staff member without the consent of the Owners.
5. To request and obtain any and all information required, including any financial information, solely through the Offices of TBP.
6. To submit any offer for the purchase of the Business and/or property directly through the Agents TBP and not directly to the Owner.

Once TBPs NDA and Terms and Conditions have been signed, further negotiations are subject to you agreeing:-

1. That in the event of agreeing to purchase the Business and/or Property will pay to TBP a deposit as a sign of good faith amounting to 5% of the purchase price but subject to a minimum of £5,000. This deposit will be held by TBP in a Non-Interest Earning Client Account, and will be applied to the purchase price at the time of completion. This deposit will be paid "Subject to Contract" and will be refundable (subject to clauses 2 and 3 below).
2. In the event that you withdraw from the purchase without good reason and where such reason is not connected to the purchase of the business, then the deposit will be used to cover our Clients reasonable legal costs (up to a maximum of £2,500), such costs being subject to VAT, up to the point of withdrawal.
3. That if you withdraw for any reason once Heads of Terms or Memorandum of Sale has been prepared and issued you will be charged an Agents Fee of £695.00 plus VAT. The balance of the deposit shall be returned to you forthwith. Should the sale of the business be withdrawn by the Vendor for any reason, the deposit monies will be returned to you in full.
4. That upon an offer being accepted on a Leasehold proposition you will agree to supply to TBP the names and addresses of appropriate referees including Bankers to whom TBP can apply for a reference in order to seek the Landlords consent for an assignment of the current Lease or issue of a new Lease.

Any information provided herein are for the general guidance of intended purchasers and tenants and do not form any part of an offer or contract. All descriptions and any other details are given without responsibility on the part of TBP or their vendor client and any intending purchasers should not rely on them as statements or representations of fact. All intending purchasers or tenants should satisfy themselves to the correctness of all any statements contained herein prior to making an offer by inspection or otherwise. Neither TBP nor their employees make or give any warranty whatsoever in relation to the business and or the property described herein.

SIGNED..... PRINT NAME.....

POSITION..... (Companies Only) DATE.....