

# LEGAL CONTRACT OF AGREEMENT

PARTIES: \_\_\_\_\_

## **Seller Details:**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number / Email: \_\_\_\_\_

## **Buyer Details:**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number / Email: \_\_\_\_\_

## **Contract Subject:**

Description of Goods / Services: \_\_\_\_\_

## **Payment Terms:**

Amount (GBP): \_\_\_\_\_

Payment Method and Schedule: \_\_\_\_\_

## **Clause 1 – Definitions**

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them: “Agreement” means this Legal Contract; “Party” means either the Seller or Buyer as the context requires; “Goods” means the subject matter described in this Agreement.

## **Clause 2 – Agreement to Sell and Purchase**

The Seller agrees to sell and the Buyer agrees to purchase the Goods described herein on the terms and conditions set forth in this Agreement.

## **Clause 3 – Price and Payment**

The total purchase price for the Goods shall be as stated above. Payment shall be made in the manner and on the schedule agreed by the Parties. Time of payment is of the essence.

## **Clause 4 – Delivery and Risk**

Delivery of the Goods shall be made at the location and time agreed by the Parties. Risk in the Goods shall pass to the Buyer upon delivery.

## **Clause 5 – Warranties and Representations**

The Seller represents and warrants that it has full legal right and authority to sell the Goods and that the Goods are free from any liens or encumbrances. Except as expressly stated, the Goods are sold 'as is' and 'where is' with no additional warranties.

## **Clause 6 – Inspection**

The Buyer shall have the right to inspect the Goods prior to delivery or within a reasonable time after delivery to

confirm conformity with the Agreement.

**Clause 7 – Limitation of Liability**

Except for death or personal injury caused by negligence, neither Party shall be liable to the other for any indirect, incidental, or consequential damages arising out of or in connection with this Agreement.

**Clause 8 – Termination**

Either Party may terminate this Agreement if the other Party commits any material breach and fails to remedy such breach within fourteen (14) days of receipt of written notice thereof.

**Clause 9 – Confidentiality**

The Parties agree to keep confidential all information disclosed by one Party to the other that is designated as confidential or that ought reasonably to be considered confidential.

**Clause 10 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

**Clause 11 – Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings relating to its subject matter.

**Clause 12 – Amendments**

No amendment or variation of this Agreement shall be effective unless in writing and signed by duly authorised representatives of both Parties.

**Clause 13 – Force Majeure**

Neither Party shall be liable for failure or delay in performing its obligations to the extent such failure or delay is caused by events beyond its reasonable control.

**Clause 14 – Notices**

All notices under this Agreement shall be in writing and shall be delivered personally, sent by pre-paid recorded delivery, or sent by email to the addresses specified herein.

**Clause 15 – Severability**

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

**Clause 16 – Waiver**

No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision.

**Clause 17 – Assignment**

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

**Clause 18 – Counterparts**

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

**Clause 19 – Relationship of the Parties**

Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between the Parties.

**Clause 20 – Signatures**

This Agreement is executed by the Parties as of the date of signing below and is binding upon the Parties and their respective successors and permitted assigns.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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