



## Agreement for the sale of business assets

### Questions to determine eligibility to self-assess the transaction

1	Is the transaction between arms length parties? <sup>1</sup>	Yes <input type="checkbox"/>
		No <input type="checkbox"/> <i>not eligible for self assessment</i>
2	Does the business operate only in WA?	Yes <input type="checkbox"/>
		No <input type="checkbox"/> <i>not eligible for self assessment</i>
3	Is the consideration monetary? <sup>2</sup>	Yes <input type="checkbox"/>
		No <input type="checkbox"/> <i>not eligible for self assessment</i>
4	Is any part of the consideration payable contingently? <sup>3</sup> (see the ' <a href="#">Contingent Consideration</a> ' fact sheet).	Yes <input type="checkbox"/> <i>not eligible for self assessment</i>
		No <input type="checkbox"/>
5	Is there another transaction with this business sale which evidences, gives effect to or arises from substantially one arrangement? <sup>4</sup> (See <a href="#">RR DA 25</a> ).	Yes <input type="checkbox"/> <i>not eligible for self assessment</i>
		No <input type="checkbox"/>
6	Is the purchaser on the agreement an entity yet to be incorporated or formed? (See <a href="#">CP DA 35</a> ).	Yes <input type="checkbox"/> <i>not eligible for self assessment</i>
		No <input type="checkbox"/>
7	Will the business assets be held by anyone other than the named purchaser on the agreement? (See <a href="#">CP DA 35</a> ).	Yes <input type="checkbox"/> <i>not eligible for self assessment</i>
		No <input type="checkbox"/>

<sup>1</sup> Arms length parties make an agreement independently of each other and are not related. Examples of where the parties are related or not otherwise dealing at arms length include parties who are related by blood, marriage, co-ownership or prior business relationship; related corporations as defined in the *Corporations Act 2001*; partners in a partnership; participants in the same joint centre; trustees of trusts which have common beneficiaries; and transfers of dutiable property of less than 100% interest.

<sup>2</sup> Monetary consideration is the payment of money or cash in relation to the purchase of business assets. Non-monetary consideration may include shares, assumption of liabilities and debts that are released, extinguished or forgiven.

<sup>3</sup> Contingent consideration is whether the transaction provides for a future payment(s) which is dependent upon the happening of a future event. For example, the contract for sale of the rent roll of a business states the consideration is \$300,000 plus an additional \$50,000 if all existing rent roll clients transfer to the purchaser.

<sup>4</sup> Where two or more dutiable transactions that are chargeable at the same rate of duty together form, evidence, give effect to or arise from what is, substantially one arrangement. For example, a business sale agreement and a contract for sale of land on which the business operates.

## Consideration and apportionment

Total consideration paid, including GST (if applicable)	\$
Goodwill of a business	\$
Restraint of trade for a business	\$
Plant and equipment	\$
Business identity	\$
Business licence(s)	\$
Right of a business under an uncompleted agreement to supply commodities or provide services	\$
Intellectual property	\$
Rent rolls and/or client lists	\$
Stock (non-dutiable)	\$
Registered vehicles (non-dutiable)	\$
Trade debt <sup>5</sup> (non-dutiable)	\$

Name of business:	
Name of seller(s)/transferor(s):	
Name of purchaser(s)/transferee(s):	
Signature of taxpayer(s)/agent:	

<sup>5</sup> An amount payable (owed) to the business incurred as a result of the provision of goods or services (i.e. accounts receivable).