

EXCLUSIVE TERRITORY)

- any of its rights or obligations to a third party as a going concern, but you must disclose that issue and including suitable information.

control of the franchise network, it may be in accordance with provisions dealing with the right to ensure that you can veto the sale of the business. You may also wish to include provisions regarding the right of first refusal to buy the business. Furthermore, it is common to include the provision that the Franchisee charges the Franchisor's rights in the goodwill of the business to the third party prospective

ould be included in this Agreement on

- an incentive to make it a success and the earnings being maximised by the franchisee to the Franchisor under the As. However, if the Franchisee is not successful, the Franchisor considers too low, this is against the Franchisee.

figures which, if not achieved, have you would also need to add. The Franchisor to terminate the provisions in view of the fact that competition to the Franchisee (i.e. appoint any other franchisee to sell franchisee.

- in a part of the UK;
- in respect of a part of the UK; and
- in a specific part of the UK.

any non-UK aspect, you should take
that would be suitable terms of

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FRANCHISE AGREEMENT (SEE TERRITORY)

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THIS AGREEMENT is made the < >>

BETWEEN:

- (1) << Name of Franchisor >> in England & Wales under number
<<Company Registration
office>> ("the Franchisor")
Registered office is at <<Registered
- (2) << Name of Franchisee >> in England & Wales under number
<<Company Registration
office>> ("the Franchisee")
Registered office is at <<Registered

WHEREAS:

- (1) The Franchisor has developed and operates a business in the
name of << insert business name >> "the Franchised Business".
- (2) The Franchisor owns the entire interest in the Intellectual Property and
the System of the Franchised Business.
- (3) [As well as operating the Franchised Business himself, the Franchisor [intends to
grant][does grant] franchise rights to other persons to operate the
Franchised Business in the territory of the Franchised Business.]
- (4) The Franchisee has requested to grant, and the Franchisor has
agreed to grant to the Franchisee the right to establish, carry on and
operate the Franchised Business in the territory of the Franchised Business.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless otherwise requires, the following
expressions have the following meanings:

"Advertising Fund"

which the Advertising and
Funds mentioned at Clause 5.1.5 is to be paid
the costs of all advertising and
promotion conducted by the Franchisor in
the territory of the Franchised Business;
Clause 13;

**"Confidential
Information"**

the following acquired by the
Franchisor under this Agreement, the Manual,
information comprising or about any
managerial, marketing, sales,
financial, customer, products or services
know how of or relating to the
Franchised Business or affairs of the
Franchised Business, but not limited to, any and all
the Trade Marks and Intellectual

[“Control”

[Disclosure Letter”

“Effective Date”

“Equipment”

“Financial Year”

“Franchised Business”

[“Good faith and fair dealing”

“Gross Revenue”

“Intellectual Property”

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defined in section 1124 of the
2010, and the expression change
be construed accordingly;]

the Franchisor to the Franchisee
of letter which is a date on or
Agreement>> a copy of which is
19 containing
al to the franchise relationship
es which is information set out and
is information which the
ents is full and accurate and/or
es of information/matter and a
Franchisor that it will not be
le for anything in relation to those
on/matter and that the Franchisee
d satisfy itself about that
;]

cution of this Agreement;

ent, furniture, fixtures, fittings,
other articles and movables
se of setting up the Franchised
Schedule 4 hereto;

period between [month] and
lar year;

owned, developed, carried on and
hisor as described in Schedule 1
be franchised under this

conduct of a party characterised by
d consideration for the interests of

ived directly or indirectly by the
ranchised Business, determined
generally accepted accounting
from the total sales made in the
hised Business, after deducting
tory taxes paid to the applicable
s;

e System, the Trade Marks, any
ve marks, symbols, logos,
trade dress, trade names, domain
ected material, rights in software,
ns, goodwill, know how, licenses,
al property rights, to which the
and which it provides to the
by the Franchisee in the
hised Business, including but not
t Schedule 2;

“ISO”

“License”

“Mandatory Policies”

“Manual”

“Products”

“Raw Materials”

“Site”

“System”

“Territory”

“Term”

“Trade Marks”

1.2 Unless the context of

¹ This form of agreement should not be used in any area/s which is not part of the UK. See also note “4” on page 1 above.

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International Organization for

en by the Franchisor to the Agreement which shall be for the the Term;

sor’s mandatory policies and Schedule 8 [as amended by chisee from time to time];

al manual containing all of the ures [and method] for running the s and the rules, regulations, ts, and guidance notes to be met Franchisee in the operation of the at the Site, to be provided by the nchisee along with any additions, tions made to from time to time by

services sold or performed by or ough the Franchised Business ed to, the products and/or services ere to;

als required for operating the as listed in Schedule 5 hereto;

used by the Franchisee to conduct ess situated at << insert address ordance with Clause 3;

and proprietary business format, ng the business] developed and Franchisor in connection with the using the Intellectual Property, on, and other things, all as more in the Manual, of operating and es granted by the Franchisor;

phical area within the United at Schedule 3, and “outside the where within the United Kingdom ;

this Agreement from its Effective rmination of, as the case may be, ast Renewal Term; and

r’s trade marks, details of which 2.

reference in this Agreement to:-

any area/s which is not part of the UK. See also

- 1.2.1 "writing", and communication, includes a reference to any other electronic means;
- 1.2.2 "this Agreement and Schedules", means this Agreement and each of the Schedules, as amended or supplemented at the relevant time;
- 1.2.3 a Schedule, means a Schedule to this Agreement;
- 1.2.4 a clause or paragraph, means a clause or paragraph of this Agreement or a Clause or Paragraph of the relevant Schedule;
- 1.2.5 the parties, means the parties to their respective personal or legal title and permitted assignees;
- 1.2.6 any reference to a body corporate, unincorporated association, partnership, or other legal entity;
- 1.2.7 words importing the plural and vice versa;
- 1.2.8 words importing the singular and vice versa.

- 1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. **Grant of Franchise**

- 2.1 The Franchisor hereby grants to the Franchisee and the Franchisee hereby accepts, on an exclusive basis, the right to establish and operate the Franchised Business in the Territory at and from the Site specified in the Schedule, using the System for the Term of the Franchise granted by Clause 8 and on the terms and conditions contained in this Agreement. The Franchisor will accept no license any person other than the Franchisee to establish or operate the Franchised Business in the Territory.
- 2.2 [The Franchisee agrees to establish or carry on the Franchised Business within or outside the Territory] OR [The Franchisor agrees to allow the Franchisee to establish or carry on or operate the Franchised Business in the Territory but may do so from time to time during the Term of the Franchise].
- 2.3 The Franchisee agrees to continue, from time to time, to establish or carry on the Franchised Business in the Territory in the name of the Franchisor. The Franchisee acknowledges that the Franchisor may contain provisions which may differ from those contained in this Agreement and that the Franchisee may have different rights and obligations than the Franchisor and obligations than the Franchisor with the terms of this Agreement.

3. **Relocation**

The Franchisee may, with the consent of the Franchisor, relocate the Franchised Business to another Site in the Territory, provided that there is an adequate reason for such relocation and the Franchisor agrees that its consent to the relocation of the Franchisee is not unreasonably withheld. Upon the

Franchisor giving such con
place of the previous locati

seemed to be that other location in

4. **Term and Renewal**

4.1 This Agreement sh
until sooner termina
shall expire, along
pertaining thereto, a
the Effective Date
set out below.

the Effective Date and, unless and
17, this Agreement and the Term
ges, obligations, and restrictions
<< e.g. 1, 2, 3, 4, or 5 years >> from
newed for an additional period as

4.2 The Franchisee ma
intention to renew
("Renewal Term")
than << e.g. six mo
that in that notice
upon renewal of th
previously notified
Franchisor will prom
Franchisor establis
from the date of tha
[and/or applicable to

written notice of the Franchisee's s
<< e.g. 1, 2, 3, 4, or 5 years >>
Franchisee's gives such notice no less
y of the Term and further provided
edges that this Agreement, shall,
clude any updated requirements
Franchisee. For this purpose the
ee from time to time whenever the
irements which will be applicable
Franchisee upon a renewal of the Term
ises generally].

4.3 The Franchisor will
[four] months before
the Franchisee's no
Term or, as the cas

the Franchisee, given not less than
Term or any Renewal Term, accept
renewal of the Term for a Renewal
Term, if:

4.3.1 the Franchis
[[PERCENT]
over the [12
which the Fr

fee comprising [£[AMOUNT]] OR
venue derived by the Franchisee
immediately before the month in
this Clause is given;

4.3.2 at the date
outstanding
and there a
terminate thi

under this Clause, there are no
the Franchisee of this Agreement
ch the Franchisor has a right to
se 17; and

4.3.3 the Franchis
Agreement t

performed its obligations under this
ction of the Franchisor.

5. **Fees and Payment**

5.1 In consideration of t
Franchised Business
fees:

Franchisee for the franchise of the
pay to the Franchisor the following

5.1.1 "Initial Fee":
refundable f
which shall b

to the Franchisor a one-time non-
nt >> as an initial franchise fee,
the Effective Date;

5.1.2 "Monthly Fee"
a fee of << in
Franchisee
become due
month;

pay to the Franchisor each month
the Gross Revenue earned by the
ment for a particular month shall
e.g. 10th >> day of the following

5.1.3 "Annual Fee"
fee for each

pay to the Franchisor each year a
Franchisee of << insert percentage

>> of the G
Financial Ye
Property. Th
payable by t
Agreement o
the fees in r
on a pro-rata
Year;

5.1.4 "Management
Franchisor a
an amount o
and training
Management
quarter after
the date of in

5.1.5 "Advertising
Financial Ye
and marketin
Gross Reve
Financial Ye
Advertising
new Financi

5.2 Interest shall be p
Agreement at a rat
name of bank >> >>
due date for paym
judgment.

5.3 It is agreed that any
the payments due
charges and fees, v

5.4 All amounts due un
where applicable, b
date for payment or
be).

6. **Obligations of the Franchisor**

The Franchisor will:

- 6.1 provide the Franchisor with the Manual and any subsequent updated editions or
- 6.2 provide the Franchisor with the Information that is essential for the operation of the Franchised Business
- 6.3 conduct initial training and refresher training programmes for the benefit of the Franchisee in accordance with Clause 12;
- 6.4 provide assistance and support to the Franchisee in adhering to standards of quality required by ISO and other applicable standards; and
- 6.5 keep the Franchisee informed of the promotional and advertising activities carried out by the Franchisor in accordance with Clause 13 for the Franchisee with promotional and endorsement material

by the Franchisee in its previous Financial Year. The Franchisee's Financial Year shall become due and payable by the Franchisee at the end of that Financial Year. In case this Agreement is terminated at the beginning of the Financial Year, all the fees in respect of the Financial Year shall be payable by the Franchisee on the >> day of the following Financial Year;

The Franchisee will pay to the Franchisor a fee calculated on an hourly basis, per hour, for the management help provided by the Franchisor to the Franchisee. The fee shall become due and payable for each quarter and within << e.g. 10 >> days of the beginning of each quarter.

The Franchisee will contribute in each Financial Year to the Franchisor's yearly advertising and marketing costs up to << insert percentage >>% of the Gross Revenue of the Franchisee's previous Financial Year. The contribution shall become due and payable into the Franchisor's bank account << insert >> days of the beginning of each Financial Year.

Interest shall be payable by the Franchisee under this Agreement at a rate above the base rate of << insert >> on a daily basis, and apply from the due date for payment in full, whether before or after judgment.

It is agreed that any charges and fees, whether incurred by the Franchisor in obtaining such as reasonable legal or other assistance, shall be borne by the Franchisee.

All amounts due under this Agreement, exclusive of VAT, which will, where applicable, be at the prevailing rate on the due date for payment or judgment (as may be).

The Franchisor will provide the Franchisee with the Manual and any subsequent updated editions or

The Franchisor will provide the Franchisee with the Information that is essential for the operation of the Franchised Business

The Franchisor will conduct initial training and refresher training programmes for the benefit of the Franchisee in accordance with Clause 12;

The Franchisor will provide assistance and support to the Franchisee in adhering to standards of quality required by ISO and other applicable standards; and

The Franchisor will keep the Franchisee informed of the promotional and advertising activities carried out by the Franchisor in accordance with Clause 13 for the Franchisee with promotional and endorsement material

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|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.6 | provide a periodic review of the performance of the Franchised Business | 6.6 | provide a periodic review of the performance of the Franchised Business |
| 6.7 | provide the Franchised Business with the strategic and general advice reasonably required for the successful establishing, running and operating of the Franchised Business | 6.7 | provide the Franchised Business with the strategic and general advice reasonably required for the successful establishing, running and operating of the Franchised Business |
| 6.8 | endeavour to maintain the standards of quality and service at all the other franchise units as a benchmark or monitor, to protect and enhance the reputation of the Franchised Business | 6.8 | endeavour to maintain the standards of quality and service at all the other franchise units as a benchmark or monitor, to protect and enhance the reputation of the Franchised Business |
| 6.9 | [have a general duty to co-operate with the Franchised Business to this Agreement, to the extent that the Franchised Business may request it, to facilitate the proper performance of this Agreement, and to its responsibility and liability for any matter in the Disclosure Letter, and to this Agreement, to the extent that the Franchised Business may request it, to facilitate the proper performance of this Agreement, and to its responsibility and liability for any matter in the Disclosure Letter].] | 6.9 | [have a general duty to co-operate with the Franchised Business to this Agreement, to the extent that the Franchised Business may request it, to facilitate the proper performance of this Agreement, and to its responsibility and liability for any matter in the Disclosure Letter, and to this Agreement, to the extent that the Franchised Business may request it, to facilitate the proper performance of this Agreement, and to its responsibility and liability for any matter in the Disclosure Letter].] |

7. Obligations of the Franchisor

The Franchisee will:

- | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.1 | assume the primary responsibility for the day-to-day running of the Franchised Business and will devote such effort, time and resources as is required [under the Franchise Agreement]. The Franchisee shall not be actively involved in the management of the Franchised Business during the Term of this Agreement]; |
| 7.2 | conduct the Franchised Business in accordance with the Manual and in accordance with all operational instructions and policies [and generally conduct the Franchised Business in a manner satisfactory to the Franchisor]; |
| 7.3 | operate the Franchised Business in the Territory and from the Site in accordance with applicable municipal laws and ordinances; |
| 7.4 | deal with all customer complaints promptly. In the event that the Franchisee is unable to resolve a customer complaint adequately, such matter will promptly be referred to the Franchisor; |
| 7.5 | cooperate with and participate in any customer satisfaction surveys, market research programs or quality control schemes devised by the Franchisor for the purpose of the Franchisor's overall business, and will provide the Franchisor with timely reports and other relevant information regarding the Franchised Business; |
| 7.6 | obtain and maintain all necessary licenses, permits, consents, registrations and approvals required for the carrying on of the Franchised Business and will furnish the Franchisor with copies thereof; |
| 7.7 | not permit any third party to use any part thereof for any purposes other than related to the Franchised Business; |
| 7.8 | not make any misrepresentation in respect of the Franchised Business or the Franchisor's agent or partner; |
| 7.9 | represent in all its dealings with the Franchisee operates on its own account and is an independent contractor of the Franchisor and, without limiting the generality of that obligation, shall place a sign [in accordance with the Franchisor's Manual] stating that the Franchised Business is operated by the Franchisee and not by the Franchisor; |

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- 7.10 not conduct the Franchised Business in a way, or do anything or allow anything to be done, which might bring the Franchised Business or the Franchisor into disrepute or reflect it or them;
- 7.11 not without the Franchisor's consent display at the Site any advertising, marketing, promotional material other than the Franchisor's promotional material;
- 7.12 not without the Franchisor's consent use in, or in relation to, the Franchised Business any name or other designation or other intellectual property rights owned or licensed to the Franchisee under this Agreement; [and]
- 7.13 not maintain, directly or indirectly, any financial interest in the competitors of the Franchisor[.]; and
- 7.14 [have a general duty to co-operate with the Franchisor in connection with good faith and fair dealing and to this Agreement, to the extent that the Franchisee is required to do so, to facilitate the proper performance of this Agreement].

8. Use of Intellectual Property

- 8.1 The Franchisor hereby grants to the Franchisee the License to use the System. The License shall be granted only during that Term;
- 8.1.1 during the Term of the License;
- 8.1.2 solely in accordance with the terms and conditions of this Agreement; and
- 8.1.3 solely for the purpose of operating the Franchised Business to be run by the Franchisee pursuant to the License.
- 8.2 When the Franchisee uses the Franchisor's Intellectual Property, it must clearly indicate that:
- 8.2.1 the Intellectual Property is the property of the Franchisor where applicable;
- 8.2.2 the Franchisee is using the Intellectual Property under the License; and
- 8.2.3 the Franchisee is not to be held responsible for any infringement of the Intellectual Property under the License.
- 8.3 The Franchisee will take all reasonable steps to protect the Intellectual Property from infringement by third parties and will promptly notify the Franchisor of any suspected infringement.
- 8.4 The Franchisee will not use the Intellectual Property in such manner that would diminish its value;
- 8.4.1 not use the Intellectual Property in a manner that would diminish its value;
- 8.4.2 not apply any design, logo or name which, in the sole opinion of the Franchisor, is identical, similar or confusingly similar to any mark, design, logo or name owned by the Franchisor; and
- 8.4.3 not divulge, during the Term of the License, information relating to the Intellectual Property to any third party, or the benefit of any third party, except as may be required by the Franchisor, or its employees to do so, except in accordance with the instructions and/or supervision of the Franchisor.

9. Initial Set Up

- 9.1 The Franchisee will comply with the requirements set out in the

- Manual, and the Franchisee shall provide the Franchisor with the requisite plans and other specifications for the renovation of the Site, which shall be approved by the Franchisor within a period of << e.g. 3 >> months from either the date of approval of the proposed renovation plans by the Franchisor or the date of approval of the proposed renovation plans by the Franchisee, whichever is later.
- 9.2 In the event that it is necessary for any of the reasons referred to in Clause 9.1 are necessary for any of the reasons beyond the control of the Franchisee, the Franchisee shall notify the Franchisor of any such proposed modifications. The Franchisor shall provide its written consent to make such modifications. The Franchisor shall not unreasonably withhold such consent.
- 9.3 The Franchisee will complete the renovation of the Site within a period of << e.g. 3 >> months from either the date of approval of the proposed renovation plans by the Franchisor or the date of approval of the proposed renovation plans by the Franchisee, whichever is later.
- 9.4 The Franchisee and its authorized agents shall have the right to inspect the Site, at all reasonable times and on reasonable notice.
- 9.5 [The Franchisee will provide the Franchisor with the equipment required for setting up the Franchised Business. [The Franchisor will provide the equipment required for setting up the Franchised Business if << insert percentage >>% on the market price of the equipment required for setting up the Franchised Business, listed at OR [The Franchisee will provide the equipment required for setting up the Franchised Business as approved by the Franchisor, listed at Schedule 4.] OR [The Franchisee will provide the equipment required for setting up the Franchised Business as specified by the Franchisor at Schedule 4.]
- 9.6 The Franchisee will conduct a thorough background check on all prospective staff members before hiring the same. The Franchisee shall provide the Franchisor with a list containing the full names of all employee or staff member within << insert number >> months of the commencement of the Franchised Business upon whichever date is sooner either the date of completion of the renovation or expiry of [the renovation period referred to in Clause 9.2] or the period of << e.g. 4 >> months from the Effective Date of the Franchise Agreement. The Franchisee has not paid the Initial Fee to the Franchisor by that date, the Franchisee may not commence the Franchised Business until the Initial Fee is paid to the Franchisor. The Franchisee shall be deemed to be a waiver by the Franchisor of the obligation to pay the Initial Fee.
- 9.7 The Franchisee will provide the Franchisor with a list containing the full names of all employee or staff member within << insert number >> months of the commencement of the Franchised Business upon whichever date is sooner either the date of completion of the renovation or expiry of [the renovation period referred to in Clause 9.2] or the period of << e.g. 4 >> months from the Effective Date of the Franchise Agreement. The Franchisee has not paid the Initial Fee to the Franchisor by that date, the Franchisee may not commence the Franchised Business until the Initial Fee is paid to the Franchisor. The Franchisee shall be deemed to be a waiver by the Franchisor of the obligation to pay the Initial Fee.

10. Procurement and Services

In order to maintain the distinctiveness of the Franchisor's name, the Franchisee will procure the following products and services from the Franchisor or its authorized agents as set out below:

- 10.1 [The Franchisee will procure the following products and services from the Franchisor or its authorized agents as set out below: [The Franchisor will provide the following products and services to the Franchisee at a discount of << insert percentage >> from the price from a third party provider]

available to supply
shall be << insert pa

OR

[The Franchisee will
from suppliers appr

OR

[The Franchisee will
Products specified b

Franchisee. The payment structure
[;]

Raw Materials and Products required
listed at Schedules 5 and 6;]

Procuring the Raw Materials and
Schedule 5 and 6;] and

10.2 The Franchisor will
proportion and quan
and notify the Franch

to stock the Products in such
may, in its sole discretion deem fit

11. Records and Accounts

11.1 The Franchisee will
Franchised Business
accounting principles
accounts and records
details with respect
respect of the Franch

rate accounts and records of the
accordance with generally accepted
quarterly / annually >> basis. Such
it to clearly and separately identify
assets, liabilities reserves, losses with

11.2 The Franchisor re
Agreement to audit
Business through
accounts and records
may also do so for
Year to begin during

any time during the Term of this
documents and records of the Franchised
maintain and retain copies of such
by the Franchisee. The Franchisor
commencement of the last Financial

11.3 The Franchisee will
and issue copies of
Franchisor at its ow

payment of all the taxes applicable
by the relevant authorities to the
requested by the Franchisor.

11.4 Such accounts and
form, or both. The F
accounts and records

in either written form or electronic
that at least one backup copy of all

11.5 The Franchisee will
[three] years, or for

documents and records for a minimum of
may be required by law.

12. Training and Quality Con

12.1 The Franchisee will
the minimum standa

benchmarks, and ensure that it meets
Manual.

12.2 The Franchisee will
training requirements
"Training Requirements"
Requirements will
expense. No person
the name of the Franch

as it employees have satisfied the
Franchisor in the Manual (the
who fails to meet the Training
Franchisee at the Franchisee's
Training Requirements may act in

12.3 The Franchisor will

Franchisee with regard to:

12.3.1 the minimum
Manual;

Requirements as specified in the

12.3.2 the ISO stan

by the Franchisor; and

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12.3.3 the manner in which the Franchisee is expected to provide to its

12.4 The Franchisor may decide that it is necessary for the Franchisee or its employees to receive further training. Such training will be provided or arranged at the Franchisee's expense.

12.5 The Franchisor will conduct periodic unannounced inspections of the Franchised Business.

12.6 Failure by the Franchisee to maintain minimum standards or ensure all employees satisfy the requirements of this Agreement will constitute a breach of this Agreement.

12.7 The Franchisee will not operate the Franchised Business until its staff have received their initial training from the Franchisor.

13. **Advertising and Marketing**

13.1 The Franchisor will manage the national, regional and local advertising and marketing for the Franchised Business operated by the Franchisee. The Franchisor will create an Advertising Fund, to which a percentage of the monies collected from the Franchisees and marketing and advertising fees for advertising and marketing of the Franchised Business in the United Kingdom.

13.2 The Franchisor will contribute to the Advertising Fund, a percentage of the Advertising Fee paid by the Franchisee, to be at least << e.g. equal to, or greater than >> the Advertising Fee paid by the Franchisee.

13.3 All advertising and marketing costs shall be paid out of the Advertising Fund for advertising and marketing by way of television, radio, press, media, organization of campaigning and other similar pursuits and other similar activities.

13.4 The Franchisee will, at the request of the Franchisor, display the Franchisor's promotional literature, advertising and marketing material.

13.5 The Franchisee may, at the consent of the Franchisor, at its own cost undertake advertising and promotional strategies in addition to that of the Franchisor, provided however that such additional advertising or marketing is not in conflict with or contrary to the Franchisor's overall marketing policy.

13.6 Where in any Financial Year the Franchisee does not use the entire Advertising Fund, the Franchisee shall be entitled to a rebate of the unused Advertising Fee, such rebate to represent the proportion of the Advertising Fee contribution to the Advertising Fund.

14. **Insurance**

The Franchisee will maintain adequate insurance cover as is specified in the Manual and will provide copies of such insurance policies to the Franchisor on receipt of a request for the same from the Franchisor.

15. **Confidentiality**

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- 16.1 The Franchisee will not, and for a period of << e.g. 12 months>> thereafter, in conjunction with or on behalf of, another, directly or indirectly, be concerned or (except as provided below) interested in any business that competes with] [or is similar to] the Franchised Business in which the Franchisee or operates either:
- 16.1.1 in the Territory

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- 16.1 The Franchisee will not, and for a period of << e.g. 12 months>> thereafter, in conjunction with or on behalf of, another, directly or indirectly, be concerned or (except as provided below) interested in any business that competes with] [or is similar to] the Franchised Business in which the Franchisee or operates either:
- 16.1.1 in the Territory

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- 16.1.2 outside the << e.g. 3 miles>> radius of less than << e.g. 3 miles>> of the Site; [
- 16.1.3 outside the << e.g. 3 miles>> radius of less than << e.g. 3 miles>> of any pre the Territory where either the Franchisor d the Franchised Business as sole operator of the Franchised Business which includes that location, or in the case of any es on the Franchised Business as which includes that location;]

provided that for th interest not allowing the Franchisee to influence the ec business shall not be treated as an interest of the Franc

- 16.2 The Franchisee w and for a period of << e.g. 6 months>> thereafter business carried on or operating in or outside the Te with or similar to the Franchised Business offer to e otherwise endeavour to entice away, any employee of th employee of any other franchisee of the Franchisor who e the interests of the Franchisor or any other franchisee with whom the Franchisee dealt in the << e.g. 6 >> mo f the Term.
- 16.3 The Franchisor and at the restrictions contained in this Clause 16 are reas stances. However, they agree that if, taken together, th d what is reasonable for protection of the Franchisor's e reasonable if the wording were deleted, they shall a leted.

17 Termination

- 17.1 The Franchisor ma e this Agreement with immediate effect by giving noti e Franchisee:
- 17.1.1 passes a r o or for the appointment of an administrator is appointed in relation to the Fran administrator is appointed in relation to the Franchised Business order is made in relation to the Franchisee administrative receiver is appointed in relation to the Franchisee of its assets, or if the Franchisee is in liquidation or in receivership or in administration or in a similar position, or if the Franchisee is in a similar position to court for protection from, its creditors
- 17.1.2 commits a n of breaches resulting in a material breach of the Agreement; or breach of the Agreement; or breach is not remediable or is not remedied w breach is not remediable or is not remedied within the time limit set out in the Agreement; or has been in
- 17.1.3 fails or refus ue and payable to the Franchisor under the pr nt within [10][15] days of notice to do so; or
- 17.1.4 fails to com business when required to do so by the terms of the Agreement; or Franchisee suspends or ceases, or threatens to Franchisee suspends or ceases, or threatens to carry on all or a substantial part of the Franchis
- 17.1.5 [is the subje ; or]
- 17.1.6 [or any of its employees] brings the Franchisor or the Franchis disrepute; or

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17.1.7 is subject to
17.1.8 fails or refuses to
the prescribed
inaccurate or

re under clause 23; or

of written notice to do so to submit
to the Franchisor or, furnishes
and records.

17.2 The Franchisee must
effect by giving << number >>

the this Agreement with immediate
to the Franchisor if:

17.2.1 the Franchisor
of the Franchisor

provide necessary training to the staff
this Agreement; or

17.2.2 there is a material
such that it is
on the Franchisor

in the business of the Franchisor
viable for the Franchisee to carry
the Territory.

18 Effects of Termination or

The termination of this Agreement
remedies of either Party except
the expiry or the termination

without prejudice to the rights and
at the time of such termination. On

18.1 the Term shall term

18.2 the License shall ex
License and will re
Franchisor to the Fr

will immediately cease using the
ential Information provided by the

18.3 the Franchisee will
affiliation with the F

person or generally that it has any

18.4 all of the Equipment
the Franchisor to the
book value; and

that has been provided or sold by
sold back to the Franchisor at the

18.5 the Franchisee will
amounts due to the
days from the date of

accounts and make payment of all
Agreement within << number >>

19 Liability

19.1 The Franchisee her
damages or loss s
conduct of the Fr
Agreement or any n

the Franchisor against any and all
or as a result of the Franchisee's
the Franchisee's breach of this
omission/s by the Franchisee.

19.2 Each Party ("Indemn
Party") against any
account of fraud, p
Indemnifying Party

Indemnify the other Party ("Indemnified
Party") by the Indemnified Party on
caused by the negligence of the
employees.

19.3 The Franchisor sh
consequential or sp
actual or reasonably

the Franchisee for any indirect,
suffered by the Franchisee, whether
ing.

19.4 The Franchisor sh
realise expected pro
loss, whether such

Franchisee for any loss of or failure to
or any other form of pure economic
however arising.

19.5 [The Franchisor s
incomplete disclosu
Letter provided th
inaccurate or incom

Franchisee for any inaccurate or
the Franchisee in the Disclosure
al liability for any and all such
be limited to the aggregate sum of

- £<< number >>. The 19.4 shall only apply to matters not the subject of the Agreement imposed by Sub-Clauses 19.3 and 19.4 shall only apply to matters other than liability in relation to which is expressly assumed in this Agreement and limitations of liability in this Agreement are reasonable.
- 19.6 Any liability of either Party is excluded.
- 19.7 The Parties agree that the terms and limitations of liability in this Agreement are reasonable.
- 20. Data Protection**
- 20.1 All personal information collected or held by or for the Franchisee ("First Party") may use will be collected, processed, stored and held in accordance with the provisions of EU Regulation 2016/679 ("GDPR") and the rights of the other party being, as the case may be, either the Franchisee ("Other Party") and the rights of the Franchisee ("Other Party") and the rights of the Franchisee ("Other Party") under the GDPR of the Franchisee ("Other Party").
- 20.2 For complete details of the collection, processing, storage, and retention of personal data, not limited to, the purpose(s) for which personal data is collected, or bases for using it, details of the Other Party's and the Franchisee's personal data sharing and how to exercise them, and the Other Party should refer to the Privacy Notice of the Franchisee and the Other Party's Privacy Notices of each Party are attached at Schedule 1.
- 20.3 All personal data to be processed by the Franchisee under this Agreement shall be processed in accordance with the terms of the Data Sharing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.]
- 21. Data Processing**
- All personal data to be processed by the Franchisee on behalf of the Franchisee or by the Franchisee on behalf of the Franchisee shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.]
- 22. Notices and Services**
- 22.1 All notices under this Agreement shall be given in writing and be deemed duly given if signed by, or on behalf of, the designated officer of the Party giving the notice.
- 22.2 Notices shall be deemed to have been given:
- 22.2.1 by hand: when delivered to the recipient by courier or other messenger (including by post) during the normal business hours of the recipient; or
- 22.2.2 by email: when received by the recipient by e-mail and a delivery or read receipt is received at the recipient's email address; or
- 22.2.3 by first class post: two business days after posting.
- In each case notices shall be deemed to have been notified to the other Party when received by the recipient at their most recent address or e-mail address.

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No part of this Agreement shall be governed by the provisions of the Uniform Computer Information Transactions Act 1999 shall not apply to this Agreement.

28.1 The Franchisee will [REDACTED] consent of the Franchisor:

28.1.1 sell the Fran

28.1.2 suffer any c

28.1.3 assign any d

28.1.4 subcontract

28.1.4 subcontract

Agreement.

28.2 Subject to Sub-Clause [REDACTED] it will bind and benefit each party's permitted successors.

29.1 This Agreement, together with the Confidentiality Letter or] other documents specifically referred to herein, constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes any prior drafts, agreements, understandings, representations, disclosures, warranties and arrangements of any kind, whether written or oral, relating to such subject matter.

29.2 Any variation of this Agreement shall be effective if made in writing and executed by each Party as this Agreement is executed by them.

If any provision of this Act is held by any law or judged by a court to be

unlawful, void or unenforceable from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect to the extent required, be severed from this Agreement and remain in full force and effect as possible without modifying the remaining provisions of this Agreement in any way affect the validity or enforceability of this Agreement.

31 Set Off

The Franchisee may not set off any amount that the Franchisor owes it in relation to this Agreement.

32 Expenses

Subject to any provisions to the contrary, each party to this Agreement will pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

33 Governing Law and Jurisdiction

33.1 This Agreement shall be governed by the laws of England and Wales.

33.2 Any dispute, controversy or claim between the Franchisor and the Franchisee relating to this Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.

33.3 In this Clause 33, "dispute" shall include any non-contractual matters and obligations arising out of or associated therewith.

IN WITNESS WHEREOF this Agreement has been executed and signed before written

SIGNED by

<< Name and Title of person signing for and on behalf of << Company Name >>

In the presence of
<< Name & Address of Witness >>

SIGNED by

<< Name and Title of person signing for and on behalf of << Franchisee Name >>

In the presence of
<< Name & Address of Witness >>

<< Details >>

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<< Details of various types and items
are licenced by it to the Franchisee

y of the Franchisor rights in which
including the Trade Marks >>

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Territory (all over the world Kingdom)

<< Details of the Territory, including anything else required to ensure certainty >>

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<< Equipment required for Franchised Business: >>

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Each Party shall be responsible for the

<<Attach a copy of each Part referenced in sub-Clause 20.2>>

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- [Anti-bribery and Anti-corruption Policy].
- [Data and Privacy Policy].
- [Modern Slavery and Human Rights Policy].
- [Corporate and Social Responsibility Policy].
- [Ethics Policy].

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