

N.B. The following notes numbered 1 to 5 should be deleted from it before it is finalised

template document and should be

Notes:

1. This document is intended to be used in conjunction with the template document as a starting point to which you will add your own details.
2. This template should not be taken as a complete outline / skeleton listing so that you can decide which headings you wish to include in your Manual, which you wish to include or delete, and which you wish to decide on whether the details should be as set out below or whether you wish to add or delete details.
3. Each franchise arrangement will be dictated by your particular circumstances, needs and other factors.
4. You should keep in mind that the Manual is intended to be a practical management tool. It should be written with content and in a style that supplements the Franchise Agreement. It should contain as much practical detail as possible and serve as an educational and management tool. It should be written with content and in a style that supplements the Franchise Agreement. It should contain as much practical detail as possible and serve as an educational and management tool.
5. We recommend that once you have completed your Manual, you have it reviewed not only by a suitable commercial person with practical knowledge and experience of franchise arrangements, but also by your financial adviser and legal adviser.

to produce a full Manual for use in conjunction with the template document (TR.FR.01), but it can only be a starting point to which you will add your own details.

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FRANCHISE AGREEMENT

BY A FRANCHISEE OF

<< INSERT FULL BUSINESS NAME >>

CHISED BUSINESS>>

GENERAL PROVISIONS

This Manual is referred to as “the Manual” in the Franchise Agreement as “the complete set of procedures [and method] for running the business and the rules, regulations, standards, requirements and guidelines for the operation of the Franchised Business” and followed by the Franchisee in accordance with the provisions provided by the Franchisor to the Franchisee along with any additional provisions made to from time to time by the Franchisor.”

Franchise Agreement. It is defined in the Franchise Agreement as “the complete set of procedures [and method] for running the business and the rules, regulations, standards, requirements and guidelines for the operation of the Franchised Business” and followed by the Franchisee in accordance with the provisions provided by the Franchisor to the Franchisee along with any additional provisions made to from time to time by the Franchisor.”

This Manual is produced by the Franchisor and both sign the Franchise Agreement. It should be read as part of the Franchise Agreement.

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All subsequent additions, alterations or deletions from time to time should also be treated as part of the Franchise Agreement.

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The Franchisor is entitled to, and may make, any additions, alterations or modifications to this Manual. Upon request, the Franchisor will supply to the Franchisee a copy of any additions, alterations and modifications or

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a complete substitute Manual u
modifications. On each occasion
effect on the date notified by the F
date, upon receipt by the Franchis

The following headings are inclu
headings should be regarded as p

Any terms used in this Manual w
the same meanings as they have

This Manual forms part of “Confid
and any use or disclosure of it is s
relating to Confidential Information

This Manual forms part of “Intelle
and any use of it is strictly subject
Intellectual Property.

WHAT DOES THIS MANUAL CO

This Manual contains all of the [o
the Franchised Business and the
notes] to be met and followed by t
[at the Site].

This Manual describes and sets o
business format and method of r
Franchisor in connection with th
Confidential Information and othe
the Franchisor to the Franchisee
other franchisees.

The Manual provides the Franchis

[HISTORY OF THE FRANCHISE

<< insert history of Franchisor and

GENERAL OBLIGATIONS OF FR

1. The Franchisee must conduc
 - (a) according to this Man
 - (b) in accordance with ge
 - (c) in compliance with al
 - (d) in accordance with th
 - [(e) generally in a manne
2. The Franchisee has been c
it must use the License
accordance with this Manu

DETAILS OF THE “SYSTEM”

<< insert basic description of distin

<< insert full details of that format

of the additions, alterations and
ons and modifications shall take
e date or if it does not notify such
ations and modifications.

reading this Manual. None of the
d to interpret anything in it.

e Franchise Agreement shall have
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sions of the Franchise Agreement

ed by the Franchise Agreement,
e Franchise Agreement relating to

ures] [and method[s]] for running
ards, requirements [and guidance
eration of the Franchised Business

i.e. the distinctive and proprietary
veloped and implemented by the
using the Intellectual Property,
manage the franchise granted by
ses granted by the Franchisor to

eded to operate the franchise.

BY THE MANUAL

ons in this Manual; [and]

the Franchisor].

se the System detailed below, and
e Franchise Agreement solely in

s format of the Franchisor >>

<< insert basic description of method developed and implemented by the Franchisor>>

<< insert full details of that method>>

REQUIREMENTS RELATING TO

The Franchisee will renovate the premises in accordance with the plans and the specifications attached as Appendix 1

The Franchisee will renovate the premises in accordance with the plans of the Franchisor:

<< insert full details of the requirements>>

The Franchisee will renovate the premises in accordance with the following timetable:

<< insert full details of timetable>>

EQUIPMENT

The “Equipment” referred to in the Franchise Agreement. Full details of the Equipment is as follows:

<< insert full details of each item of equipment>>

[SOFTWARE]

<< insert details of items of software to be used by the Franchisee or should use>>]

[PRODUCTS] [AND] [RAW MATERIALS]

The [“Products”][and][“Raw Materials”] referred to in the Franchise Agreement are briefly described in Schedules 5 and 6 of the Franchise Agreement. Full details of each item of the [Products][and][Raw Materials] Equipment is as follows:

<< insert details of each item>>

[Inventory levels:

<< insert details of quantities of each item>>

FRANCHISEE TO DISPLAY SIGNAGE

The Franchisee must display a sign that the Franchisee operates on behalf of the Franchisor:

<< insert details of text to be set out on the sign, and any graphics required>>

FRANCHISOR'S PROMOTIONAL MATERIAL

<< insert details of and/or attached to the promotional material of Franchisor>>

<< insert details of how and where the promotional material is to be displayed>>

BENCHMARKS TO BE MET BY FRANCHISEE

The Franchisee will meet the quality standards and benchmarks are:

business developed and implemented

REQUIRED TO BE CARRIED OUT BY

the plans attached as Appendix 1

meets the following requirements

following timetable:

briefly described in Schedule 4 of the Franchise Agreement. Full details of each item of the Equipment is as follows:

Franchise Agreement are briefly described in Schedules 5 and 6 of the Franchise Agreement. Full details of each item of the Equipment is as follows:

following requirements to confirm that the Franchisee is an independent franchisee of the Franchisor:

of any logo etc., and any text or graphics required

PROMOTIONAL MATERIAL TO BE DISPLAYED AT THE SITE

material of Franchisor>>

to be displayed>>

benchmarks are:

<< insert details of benchmarks>>

The Franchisee will meet those benchmarks

<< insert details of how benchmarks

MINIMUM STANDARDS TO BE MET

The Franchisee will meet the quality

<< insert details of minimum quality

The Franchisee will meet the quality

<< insert details of how quality sta

HEALTH AND SAFETY

<< insert details of any specific he

ISO STANDARDS APPLICABLE

<< insert numbers of the applicabl

TRAINING REQUIREMENTS

All persons employed by the Franchisee must be satisfied the following Training Requirements:

<< insert details of training to be p

<< insert details of how the training

The Franchisee will receive the minimum quality standards, ISO s

<< insert details of minimum quality

<< insert details of ISO standards

<< insert details of training to be can train its employees to meet th

<< insert details of manner and fo

INSURANCE

The Franchisee will maintain the policies to the Franchisor if so req

<< insert details of the insurance Agreement to hold>>

OPERATIONAL INSTRUCTIONS

<< insert or attach all of the o Franchise Agreement>>

<< insert details of how to implem

DAY TO DAY SUPPORT TO BE C

<< insert description of types of su

ing means:

standards are:

ving means:

ulations or standards to apply >>

h a full copy of the standard/s>>

satisfied the following Training

employees>>

ees is to be carried out >

he Franchisor with regard to the g Requirements:

e provided to Franchisee>>

o Franchisee>>

to Franchisee so that Franchisee >>

rovided by Franchisor>>

er (and will provide copies of the

ed by Clause 14 of the Franchise

ferred to in Clause 7.2 of the

ctions>>

HISOR>>

<< insert extent, parameters, etc of support>>
<< insert description of means of support>>
<< insert details of any support payable to Franchisee, and details of amounts payable>>

FINANCIAL SYSTEMS, MONITORING

<<insert details of financial management system operated by Franchisee>>
<<insert details of audits and, as required, monitoring practices to be followed by Franchisee, and information to be collected by Franchisee >>

COMPLAINTS MANAGEMENT PROCEDURES

<< insert or attach the procedures to be followed by Franchisee for dealing with complaints by customers or members of the public >>

CONFIDENTIAL INFORMATION

<< insert or attach all of the Confidential Information required to be disclosed to in Clause 6.2 as essential for the operation of the Franchised Business >>

[For the purpose of Clause 15.2 of the Franchise Agreement, the Franchisor hereby expressly consents to the Franchisee disclosing] the following Confidential Information: << describe or attach Confidential Information >>

The specific [use][and][disclosure] of the Confidential Information is as follows: << insert details of use or disclosure >>]

NOTICES: POST, HAND DELIVERY

For the purpose of Clause 22 of the Franchise Agreement, the following are the current addresses of the Franchisor and Franchisee. Each of them may change any of its addresses at any time by giving notice in writing (Clause 22) of the changed address to the other:

Franchisor:

Address for hand delivery or post:

Email: << insert address>>

Franchisee:

Address for hand delivery or post:

Email: << insert address>>

Appendix A: Franchise Agreements

[attach the Franchise Agreements here]

Appendix B: Franchise Agreements

[attach the Franchise Agreements here]

THIS MANUAL IS SIGNED ON THE
BY

.....

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

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

AND COUNTERSIGNED ON THE
BY

.....

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

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

Dated:

S

A

M

P

L

E