

**THIS AGREEMENT** is dated the \_\_\_\_\_ and made **BETWEEN** You the Franchisee and the Franchisor and sets out the terms relating to the operation of Your **INSERT FRANCHISOR NAME**

**IN THIS AGREEMENT:**

- 1 Advertising Spend means: £TBC
  
- 2 Business Development Schedule the establishment of the franchise
  
- 3 **INSERT BUSINESS NAME** means: the business of selling the Products and providing the Services using the Intellectual Property
  
- 4 Commencement Period means: 30 days from the date of this agreement
  
- 5 Franchisor means: **Insert Franchisor Name**) whose registered office insert office address
  
- 8 Management Service Feemeans: £TBC
  
- 9 Franchise Year means: The period of 12 calendar months running from the to

- 10 Initial Franchise Fee means: £20,000 (plus VAT )s
- 12 Premises means: premises as may be approved by the Franchisor
- 13 Start-up Package means: Such items as are specified in the First Schedule
- 14 Term means: 5 Years from the date of this agreement
- 15 Territory means: the geographical area
- 16 Trade Marks means: all those unregistered and or registered marks and or such other marks in addition to or in substitution of any of them as may be specified by the Franchisor from time to time
- 17 Trade Name means: **INSERT BUSINESS NAME** and or such other name or names in addition to or in substitution of any of them as may be specified by the Franchisor from time to time
- 18 Trading Period means: 1 calendar month

19 Venue means: such premises as have previously been approved by the Franchisor at which You provide the Services

20 You, Your, Yours and Yourself means: and, where relevant, Your personal representatives

**We agree to abide by the attached Terms, Conditions and Obligations**

Signed by the Franchisee

Signed by the **Witness**

.....

.....

Name .....

Name .....

Address .....

Address .....

Signed for and on behalf of the Franchisor  
**(Insert Franchisor Name)**

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**(A)** The Franchisor has expended time money and effort in developing and in obtaining and acquiring knowledge about the conduct of the **INSERT BUSINESS NAME** and has established a demand and goodwill, for the said business under, and a reputation and goodwill in the Trade Name

- (B) The System is the exclusive property of the Franchisor and with the exception of the methods of advertising marketing and promoting the **INSERT BUSINESS NAME** is secret and confidential
- (C) The Trade Name is associated with a uniformly high standard of service and quality of products
- (D) You desire to obtain the benefit of the Franchisor's knowledge skill and experience and the right to sell the Products and provide the Services using the Intellectual Property at the Venues

## 1. DEFINITIONS AND INTERPRETATION

1.1 IN this agreement the following words and or expressions shall have the following meaning:

"Accounting Reference Date": 31<sup>st</sup> March in each year of the Term or such other date as may be specified by the Franchisor

"Affiliate" : persons and or entities which directly or indirectly control are controlled by or are under the common