

AU-MADfrn02

Franchise agreement: retail business

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Schedule 2Branded Supplies

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This agreement is dated: [date]

It is made between:

And

[DEF], whose address is [full █ █ █ █] (" █ █ █ █ █ █ █ █ █ █ █ █ █ █ ").

It is now agreed as follows:

1. Definitions

“Termination Date” means the date when this agreement ends.

“Franchise”	means the arrangement for operation of the Franchise Business, ■■■■■ .
“Franchise Business”	means the business, carried on under the brand name of the Company and is ■■■■■ .
“Franchise Fee”	the sum payable by the Franchisee for the right and licence to operate a ■■■■■ .
“Franchise Premises”	means the real property or premises occupied by the Franchisee for ■■■■■ .
“Goods”	means the [Home Robots], Branded Supplies ■■■■■ .
“[Home Robots]”	means the entire product range of the Company, ■■■■■ .
“Intellectual Property”	means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, Software, ■■■■■ . ■■■■■ , ■■■■■ , ■■■■■ - ■■■■■ , ■■■■■ ■■■■■ . ■■■■■ , ■■■■■ ■■■■■ . ■■■■■ ■■■■■ .
“Know-how”	means the body of knowledge and ideas created by the Company and used in any ■■■■■ .
“Manual”	means every manual and other document intended to provide instruction or set policy on any ■■■■■ .
“Service Facility”	means the premises at which the [Home Robots] will be ■■■■■ .

2. Interpretation

In this agreement unless the context otherwise requires:

3. Warranties for authority

4. Relationship of parties

5. Entire agreement

[Enter list of docs and dates] [REDACTED]

6. Grant of Franchise

7. Preparing the Franchise Premises

8. Early obligations of the Company

- 8.2.4 the stock of Branded Supplies listed [REDACTED] ;
- 8.2.5 draft budget, management accounts and book keeping system based on [the Software] which the Franchisee must [REDACTED]
[REDACTED];
- 8.2.6 a [three year] marketing plan, to [REDACTED] [REDACTED] ;
- 8.2.7 advertising and marketing guide;
- 8.2.8 draft contract of employment of staff.

9. Initial Training

- 9.1 Within [28] days of signing this agreement, the Company will provide a minimum of [200] hours training in the [REDACTED]
[REDACTED] [REDACTED / [REDACTED] / [REDACTED]] .
- 9.2 The training will be provided free of charge at a location [REDACTED]
[REDACTED].
- 9.3 The Franchisee must pay for his travel and accommodation [REDACTED]
[REDACTED].
- 9.4 The Franchisee must complete the training to the level required by the Company. It is in the discretion of the Company as to whether the Franchisee has completed the training to a satisfactory level. [REDACTED]
[REDACTED] ([REDACTED]) [REDACTED]
[REDACTED].
- 9.5 The Company will provide training for employees or prospective employees of the Franchisee at [its head office / a location chosen by the Company]. Training will be provided by the day and charged [REDACTED]
[REDACTED] \$ [200] .

10. Ongoing Company provision

During the operation of the Franchise, the [REDACTED]
[REDACTED] :

- 10.1 supply [Home Robots] within [28] days of [REDACTED]
[REDACTED] ;

11. Franchisee payments

- 11.1 By the tenth day of each month, ■■■■■ [■■■■■] ■■■■■ .
 - 11.2 During a period of [60] days after opening the ■■■■■ , ■■■■■ ■■■■■ \$ [10000] ■■■■■ .
 - 11.3 During the operation of the Franchise, the Franchisee will ■■■■■ ■■■■■ \$ [1000] ■■■■■ .

12. Payment terms

12.1 All sums due under this agreement:

12.1.2 Interest shall be calculated and compounded monthly.

12.3 All Goods sold to the Franchisee

12.4 All payments to be made by [name] under this agreement shall be made in [REDACTED] [(REDACTED)
REDACTED) REDACTED
REDACTED].

12.5 Payments shall be made without deductions. If the applicable law requires any tax or charge to [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

12.6 Any sum due under this agreement not expressed in Australian dollars shall be converted into Australian dollars at [REDACTED]

[REDACTED] [REDACTED]
[REDACTED].

13. Right to Renewal

- 13.1 The Franchisee may renew the Franchise [REDACTED]
[REDACTED] [REDACTED], [REDACTED]:
 - 13.1.1 gives written notice to [REDACTED]
[REDACTED];
 - 13.1.2 has achieved the [REDACTED]
[REDACTED];
 - 13.1.3 is not [REDACTED]
[REDACTED];
 - 13.1.4 signs the then current version of the Franchise agreement of
the Company, which may be different [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];
 - 13.1.5 is not affected by any circumstance ([REDACTED]
[REDACTED]) [REDACTED]
[REDACTED].
 - 13.1.6 pays the renewal fee of \$ [REDACTED] [REDACTED].

14. Data Protection law compliance

The Manual and the operation of the Software require that [REDACTED]
[REDACTED]; [REDACTED]
[REDACTED]
■

15. Franchisee's undertakings

The Franchisee now undertakes to:

- 15.1 participate personally in the operation of the Franchise Business for at least [30] hours [48] ;

15.2 make certain that every [] ;

15.3 make certain that the Franchise [] ;

15.4 comply in all respects with the procedures and [] ;

15.5 not conduct any aspect of [] ;

15.6 not do anything which may harm [] ;

15.7 employ suitably [] ;

15.8 maintain high standards of [] ;

15.9 to use only the Company's [] ;

15.10 obtain and maintain all the licences, [] ;

15.11 maintain accounting, employment and other [] ;

15.12 make available to the Company [] ;

15.13 pay tax as due;

15.14 maintain a relationship with every [] ,

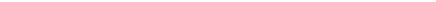
16. Exclusive purchase arrangements

17. Transfer on death of Franchisee

18. Company's right of pre-emption

- If the Company so [] , [] .
- 18.8 If the Company elects to buy the Franchise Business, completion shall [] [10] [] .
- 18.9 If the Company elects [] :
- 18.9.1 the Franchisee is free to [] ;
- 18.9.2 the Franchisee may not change any [] ;
- 18.9.3 the Company shall not object to [] ;
- 18.9.4 on completion of the transfer, the Franchisee shall procure that the Transferee simultaneously enters [] .
- 18.9.5 the Company shall co-operate fully and [] .
- 18.9.6 if the sale to the Transferee does not proceed, the Franchisee may not [] [12] [] .
- 18.10 If the Company has the right to buy the Franchise Business in circumstances where [] , [] .

18.10.1 the Franchise Business is a going concern.

18.10.4 the buyer must himself 

19. Terms for transfer to a third party

.....
.....

20. Franchise operated by a partnership

- 20.1 If the Franchisee wishes to enter into
.....,
.....:
- 20.1.1 the new partner (or, if a,)
.....
.....
- 20.1.2 the Transferee signing
.....
- 20.1.3 payment to the Company of a contribution to the cost
.....
.....,
..... \$ [.....].
- 20.1.4 payment to the
..... \$ [5000].
- 20.1.5 payment to the
.....
- 20.2 in the event of any of:
- 20.2.1 the death of one of the partners,
- 20.2.2 the purported or actual
.....;
- 20.2.3 the bankruptcy or proven insolvency of a partner;
the partner(s) remaining may
.....,
.....:
- 20.2.4 give notice of their wish [60]
.....;
- 20.2.5 obtain the approval of the Company to
.....
.....;

21. Franchise operated by a company

21.3.2 the signing of a new [REDACTED]

22. Insurance

- 22.1 The Franchisee will obtain and maintain an insurance [REDACTED]
[REDACTED]
[REDACTED].
- 22.2 The Franchisee shall keep the Goods insured to [REDACTED]
[REDACTED]
[REDACTED].
- 22.3 The Franchisee will pay all the premiums [REDACTED]
[REDACTED]
[REDACTED].
- 22.4 The Franchisee will ensure that the terms [REDACTED]
[REDACTED]
[REDACTED].
- 22.5 The Company's interest will be noted [REDACTED]
[REDACTED]
[REDACTED].
- 22.6 The insurance policy will stipulate that the [REDACTED]
[REDACTED] [15] [REDACTED]
[REDACTED].
- 22.7 If, when the Company asks, the Franchisee fails to deliver to [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

23. Risk and retention of title

- 23.1 The Company shall deliver the [REDACTED], [REDACTED] [REDACTED]
[REDACTED], [REDACTED].
- 23.2 In spite of delivery having [REDACTED], [REDACTED] [REDACTED]
[REDACTED]:
 - 23.2.1 the Franchisee [REDACTED]
[REDACTED]; [REDACTED]
 - 23.2.2 no other sums [REDACTED]
[REDACTED].

- 23.3 Until property in the Goods passes to ■■■■■, ■■■■■
■■■■■.
■■■■■.
- 23.4 The Franchisee shall store the Goods (at no cost to ■■■■■) ■■■■■
■■■■■.
■■■■■.
■■■■■.
- 23.5 Notwithstanding that any of the Goods remain the property of the Company ■■■■■
■■■■■.
■■■■■.
■■■■■.
■■■■■.
- 23.6 Any sale or dealing shall be a sale or use of ■■■■■
■■■■■, ■■■■■
■■■■■.
■■■■■.
- 23.7 Until property in the Goods passes from the Company the entire proceeds of sale of the ■■■■■
■■■■■.
■■■■■.
■■■■■.
■■■■■.
- 23.8 The Company shall be entitled to recover the price charged for the ■■■■■
■■■■■.
■■■■■, ■■■■■
■■■■■.
- 23.9 If the Company asks ■■■■■
■■■■■.
- 23.10 If, when asked, the Franchisee fails to return the ■■■■■, ■■■■■
■■■■■,
■■■■■,
■■■■■.
- 23.11 The Franchisee shall not pledge or in any way charge by way of security for any indebtedness any ■■■■■
■■■■■.
■■■■■, ■■■■■
■■■■■.
■■■■■.

24. Intellectual Property

The Franchisee agrees with the Company:

- 24.9 [REDACTED]
[REDACTED];
- 24.10 [REDACTED]
[REDACTED];
- 24.11 [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED].

25. New Intellectual Property

- 25.1 [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]:
- 25.1.1 [REDACTED]
[REDACTED]
[REDACTED];
- 25.1.2 [REDACTED]
[REDACTED];
- 25.1.3 [REDACTED]
[REDACTED]
[REDACTED].
- 25.2 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 25.3 [REDACTED]
[REDACTED].

26. Intellectual Property / Software

[REDACTED]:

27. Termination by the Company on notice

“ ” . [30] :

Race/Ethnicity	Poverty Rate (%)
White	10
Black	25
American Indian	27
Asian/Pacific Islander	15
Hispanic	22

27.7 [30], , , , , , .

28. Automatic or immediate termination

，
。

28.3 declared or becomes insolvent;

29. Consequences of termination

Upon termination of this agreement for any reason:

29.3.1 have access to the Franchise Premises;

- 29.3.4 [REDACTED], [REDACTED]
[REDACTED];
- 29.3.5 take a transfer of any other leased asset.
- 29.4 [REDACTED]
[REDACTED], [REDACTED]
■ .
- 29.5 [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED];
- 29.6 [REDACTED]
[REDACTED]
[REDACTED].
- 29.7 [REDACTED], [REDACTED]
[REDACTED].
- 29.8 The Franchisee undertakes with the Company:
- 29.8.1 [REDACTED]
[REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]) [REDACTED] ([REDACTED])
[REDACTED];
- 29.8.2 [REDACTED]
[REDACTED] [■]
[REDACTED]] [REDACTED] ([REDACTED]
[REDACTED]) [REDACTED];
- 29.8.3 [REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]) [REDACTED].

30. Confidentiality

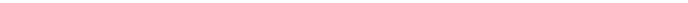
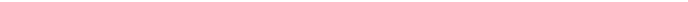
- 30.1 The Franchisee agrees and undertakes that he will:
- 30.1.1 [REDACTED]
[REDACTED];

```
30.1.2 [ ] ( );
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30.1.3 [REDACTED] ([REDACTED]
[REDACTED]
[REDACTED]) [REDACTED]
[REDACTED]

30.3 This paragraph does not apply to disclosure:

30.3.2 [REDACTED]

30.3.3 


31. Confidentiality of Know-how

The Franchisee agrees:

- 31.1 [REDACTED]
[REDACTED] ([REDACTED]) [REDACTED]
[REDACTED];
- 31.2 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 31.3 [REDACTED]
[REDACTED]
[REDACTED].
- 31.4 [REDACTED]
- [REDACTED];
- 31.5 [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED];
- 31.6 [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED];
- 31.7 [REDACTED]
[REDACTED];
- 31.8 [REDACTED]
[REDACTED]
[REDACTED] - [REDACTED]
[REDACTED];
- 31.9 [REDACTED], [REDACTED] , [REDACTED]
[REDACTED];
- 31.10 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED];

32. Cooling off period

32.1.1 entering into the agreement; or

33. Time is of the essence

34. Limitation of liability

- 34.2 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]:
34.2.1 indirect or consequential loss; or
34.2.2 [REDACTED], [REDACTED].

35. Limitation of liability for defects

- 35.1 [REDACTED]
[REDACTED]
[REDACTED] [1] [REDACTED];
35.2 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
35.3 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

36. Publicity / Announcements

- 36.1 Neither party shall:
- 36.1.1 make any public announcement; or
 - 36.1.2 disclose any information; or
 - 36.1.3 [REDACTED]
[REDACTED];
[REDACTED]
[REDACTED].
- 36.2 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

36.3 [REDACTED]
[REDACTED]
[REDACTED].
3 , [REDACTED]

37. Irrevocable power of attorney

37.1 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

37.2 [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

37.3 [REDACTED] [14] [REDACTED]
[REDACTED]
[REDACTED]

37.4 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

37.5 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

37.6 [REDACTED]
[REDACTED]
[REDACTED].

37.7 [REDACTED]
[REDACTED].

37.8 [REDACTED]
[REDACTED]
[REDACTED].

38. Indemnity

38.1 [REDACTED]
[REDACTED],
[REDACTED]
[REDACTED]:

38.1.1 [REDACTED]
[REDACTED],
[REDACTED],
[REDACTED],
[REDACTED].

38.1.2 [REDACTED],
[REDACTED],
[REDACTED];

38.1.3 [REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]

38.2 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED],
[REDACTED].

38.3 [REDACTED]
[REDACTED],
[REDACTED],
[REDACTED],
[REDACTED]:

38.3.1 [REDACTED],
[REDACTED],
[REDACTED],
[REDACTED];

38.3.2 [REDACTED]
[REDACTED];
[REDACTED]
[REDACTED]
[REDACTED].

38.4 [REDACTED]
[REDACTED] [REDACTED],
[REDACTED],
[REDACTED],
[REDACTED],
[REDACTED].

■ ■ \$ [500 , 000] [■ ■ ■ ■ ■ ■ ■ ■].

39. Damages not adequate

40. Uncontrollable events

....., [.....].

41. Dispute resolution

.....
.....

41.1 []

41.2 The report shall include:

41.2.1 the nature of the dispute.

41.2.2 the outcome the party wants, and

41.2.3 proposed action that will settle the dispute.

42. Miscellaneous matters

42.9 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

42.10 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

It shall be deemed to have been delivered:

[REDACTED];
[REDACTED];
[REDACTED] 72 [REDACTED];
[REDACTED]
[REDACTED] 24 [REDACTED]
[REDACTED]

42.11 [REDACTED]
[REDACTED]
[REDACTED].

42.12 [REDACTED], [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED]
[REDACTED] [REDACTED].

Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement

OR

Signed by / on behalf of the first named party by his representative who personally accepts liability for the proper authorisation to enter into this agreement and by the second party personally / as a partner in [name of partnership]

For, and on behalf of

print name

For, and on behalf of

print name

Schedule 1: Intellectual Property

Schedule 2: Branded Supplies

Schedule 3: Press release

Explanatory notes:

Franchise agreement: retail business

General notes

<https://www.legislation.gov.au/Details/F2021C00553>

<https://www.accc.gov.au/publications/franchisor-compliance-manual>

<https://www.accc.gov.au/publications/the-franchisee-manual>

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https://www.accc.gov.au/system/files/Information%20statement%20for%20prospective%20franchisees_0.pdf

<https://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=franchisor-key-fact>

You can access further detailed information at:

<https://www.business.gov.au/planning/business-structures-and-types/franchise/entering-into-a-franchise-agreement>

Paragraph specific notes

Notes relating to a particular paragraph

1. Definitions

2. Interpretation

A decorative horizontal bar consisting of two rows of black squares. The top row has 12 squares, and the bottom row has 13 squares, creating a stepped effect.

3 Warranties for authority

The franchisor will already have made enquiries, but it is useful to have the Franchisee personally confirm these important points, so that he is liable ■ ■

4 Relationship of parties

Leave this provision in place. Every employer is required to comply with Australian anti-discrimination laws, which prevent discrimination on grounds of sex, race, sexual orientation, disability, religion and age. In practice, the

5. Entire agreement

In law, the franchisee has signed to the manual (which may be contained in several documents) in the form in which it is at the date of signing. There is provision in the agreement for his accepting changes, but since he will not have signed to them, they will [REDACTED]
[REDACTED] . [REDACTED], [REDACTED]

6. Grant of franchise

7. Preparing the Franchise Premises

8. Early obligations of the company

9. Initial training

10. Ongoing Company provision

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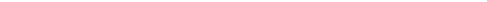
16. Exclusive purchase arrangements

17. Transfer on death of franchisee

18. Company's right of pre-emption

，
，
，
。

19. Terms for transfer to a third party

We have provided a simple procedure, largely  .

20. Franchise operated by a partnership

21. Franchise operated by a company

22. Insurance

23. Risk and retention of title

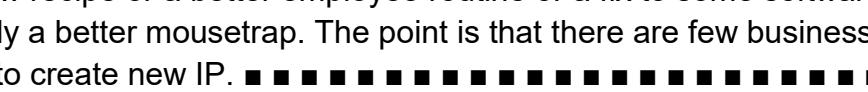
24. Intellectual property

As you can see from the definition, IP is a big subject. Some IP is easy to identify and even to value. Much is not considered at all - until someone else



25. New intellectual property

Franchisees can be in a position to “create” new IP, for example by thinking up a new recipe or a better employee routine or a fix to some software issue or simply a better mousetrap. The point is that there are few businesses that will fail to create new IP.



26. Intellectual property / software

27. Termination by the company on notice

28. Automatic or immediate termination

29. Consequences of termination

<https://www.accc.gov.au/publications/franchisor-compliance-manual/the-franchisor-compliance-manual/end-of-a-franchise-agreement/end-of-the-term>

30. Confidentiality

Remember to tie . . .

31. Confidentiality of Know-how

32. Cooling off period

33. Time is of the essence

34. Limitation of liability

35. Limitation of liability for defects

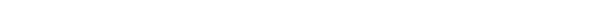
36. Publicity / announcements

37. Irrevocable power of attorney

38. Indemnity

39. Damages not adequate

40. Uncontrollable events

Often referred to as “force ”. 
.

41. Dispute resolution

The law requires that you should have

<https://www.accc.gov.au/business/franchising/resolving-franchising-disputes>

42. Miscellaneous matters

End of notes