

UK-MADfrn01

Franchise agreement: service business

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- [illegible]

8. Initial Training

- [illegible]

9. Ongoing Company provision

[illegible]

- [illegible]

10. Franchise fees and other payments

- [illegible]

- 13.3. If the Franchisee operates the Franchise Business in any jurisdiction outside the European Union, it agrees to register the Franchise Business with the appropriate supervisory body for data protection in the _____, _____, _____.

14. Franchisee's undertakings

The Franchisee now undertakes to:

- [illegible]

- [illegible]

15. Exclusive purchase arrangements

[illegible]

16. Transfer on death of Franchisee

16.1. In the event of the death of the Franchisee, the Franchisee shall, within [30] days, transfer the Franchise to the Franchisor or to a third party approved by the Franchisor, at the Franchisor's discretion.

16.2. A Close Relative of the deceased Franchisee may take over the Franchise provided he is qualified []

16.3. No transfer fee shall be payable to _____

_____ - _____.

16.4. The grant of a new franchise will be .

16.5. A transfer to any other person shall be

[illegible]

17. Company's right of pre-emption

17.1. The procedure set `map` “`map`”.

17.2. If and whenever the Franchisee wishes to assign, sub-contract,

_____, _____

- _____

_____.

[illegible]

17.3.1 the name of Transferee;

[illegible]

17.3.3 the proposed transfer price, ■■■■■■■■■■■■■■■■
■■■■■■■■■■ - ■■■■■■■■■■;

[illegible]

17.4. The Company may make

[illegible]

17.6. The Company must, within [28] days of the date it was notified of the possibility of a transfer by the Franchisee, _____

 _____, _____,
 _____ [28] _____,

17.9.6 if the sale to the Transferee does not proceed, the Franchisee may not [12] .

17.10.1 the Franchise Business is a going concern.

[illegible][illegible][illegible]

18.1.2 the Transferee signing ■■■■■■ - ■■■■■■
■■■■■.

- [illegible]

19. Franchise operated by a partnership

- 19.1. If the Franchisee wishes to enter into [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]:
- 19.1.1 the new partner (or, if a [REDACTED], [REDACTED]) [REDACTED]
[REDACTED]
[REDACTED].
- 19.1.2 the Transferee signing [REDACTED] - [REDACTED]
[REDACTED].
- 19.1.3 payment to the Company of a contribution to the cost [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED] £ [REDACTED].
- 19.1.4 payment to the Company [REDACTED]
[REDACTED] £ [50 , 000].
- 19.1.5 payment to the [REDACTED]
[REDACTED].
- 19.2. in the event of any of:

20. Franchise operated by a company

20.1. The following terms apply if the
 :

20.1.1 becomes insolvent; or

[illegible][illegible][illegible][illegible]

the Franchise shall terminate automatically

[illegible]

20.3. If the shareholders in the Franchisee propose a change which does, in _____ , _____ , _____ :

20.3.1 The Company approving a person who is a shareholder and

[illegible][illegible]

[illegible]

21. Insurance

22. Risk and retention of title

22.1. The Company shall deliver the Goods, [] , [].

22.2. In spite of delivery having , :

[illegible]

22.2.2 no other sums

[illegible]

22.4. The Franchisee shall store the Goods (at no cost to ■■■■■■) ■
 ■■■■■■
 ■■■■■■
 ■■■■■■.

[illegible]

22.6. Any sale or dealing shall be a sale or use of _____,
_____, _____,
_____, _____,
_____.

22.7. Until property in the Goods passes from the Company the entire proceeds of sale of the

[illegible]

- 23.4. to mark the Goods [and] [] ;
- 23.5. to compensate the Company for any ;
- 23.6. to indemnify the Company for ;
- 23.7. on the expiry or termination of this ;
- 23.8. not to tamper with any ;
- 23.9. not to use ;
- 23.10. not to use ;
- 23.11. not to use [the name of] [] .

24. New Intellectual Property

- [illegible]

- [illegible]

25. Intellectual Property / Software

[illegible]

- 25.1. to use only [the Software] ;
- 25.2. to attend training in the use of [] ;
- 25.3. to attend training ;
- 25.4. not to copy [] ;
- 25.5. to permit the Company to inspect and [] [];
- 25.6. to notify the Company [];
- 25.7. to co-operate fully ;
- 25.8. to use only the current version [] ;
- 25.9. not to allow any third party ;
- 25.10. to provide the Company with , ;

27. Termination by the Company on notice

The events listed below are “Default Events”. If the Franchisee has not made good _____, _____, _____
 _____ [30] _____
 _____, _____.
 _____:

- [illegible]

28. Consequences of termination

Upon termination of this agreement for any reason:

[illegible]

28.2. the Company has the option ,
..... ;

[illegible]

28.3.1 have access to the Franchise Premises:

[illegible]

28.3.3 take a:

[illegible]

28.3.5 take a transfer of any other leased asset.

[illegible][illegible]

28.6. each party shall remain liable to perform all outstanding ■■■■■
■■■■■
■■■■■

[illegible]

28.8. The Franchisee undertakes with the Company:

[illegible]

[illegible]

```
33.1. ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■  
      ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■  
      ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ [ 1 ] ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■;
```

[illegible][illegible]

34.1. Neither party shall:

34.1.2 disclose any information; or

[illegible][illegible][illegible][illegible]

35. Irrevocable power of attorney

[illegible][illegible]

35.3. ■■■■■■■■■■■■■■■■■■■■■■ [14] ■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■ . ■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■
 .

[illegible][illegible][illegible][illegible][illegible]

36. Indemnity

[illegible][illegible]

[illegible][illegible][illegible]

.....
.....
.....

.....

.....,

.....
.....
.....

39.12.
.....
.....

39.13.,
..... [..... / /
.....]
.....
.....

..... /
.....
.....

OR

..... /
.....
..... /
..... [.....].

....., []

print name

....., []

print name

Schedule 1: Intellectual Property

Schedule 2: Branded Supplies

Schedule 3: Press release

$$(\quad \quad \quad \quad \quad \quad \quad \quad);$$
[illegible]

3.3. \dots
 $\dots - \dots - \dots$
 \dots, \dots
 \dots
 \dots
 \dots

[illegible][illegible][illegible][illegible]

3.7.1  ,  ; 

[illegible][illegible][illegible][illegible][illegible]

3.11. $\dots (\dots$
 $\dots 24 \dots) \dots$
 $\dots , \dots , \dots , \dots , \dots$
 $\dots , \dots , \dots , \dots$
 $\dots - \dots$
 $\dots ;$

3.12. provide reasonable assistance to each other in:

[illegible][illegible]

5. Warranty and acceptance of liability

[illegible][illegible]

Appendix 1 to Schedule 4

Data Processing Activities

What either party may process in each category

- [illegible]

[illegible][illegible]

Explanatory notes:

Franchise agreement: service business

General notes

- [illegible]

However, franchise arrangements are watched by many organisations and critics. If you want your franchising business to be a success, you should keep the deal fair in the eyes of the World. The starting point for this agreement should therefore be a “wish list” . . . !

We advise that you do not add greatly to the detail of the franchise arrangements. It is certain that you will need to change them from time to time. Keep this document to the

- [illegible]

- 2.1. so that you know what technical or obscure ■■■■■■■■, ■■■■

- 2.2. to give a limited meaning to words or phrases which may otherwise ■ ■
 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■

- 2.3. to enable a necessarily long definition to be given, so that when you come the word in the document, you are ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 50 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

- [illegible]

-
-
-
4. The franchise premises: we have assumed that either the company has no direct interest in the franchise premises, or, more likely, that the franchise branch operates from property held under a lease to the franchisor and sub-

[illegible]

9. Ongoing Company provision

This depends entirely on what you want to provide. Avoid committing to over-detailed obligations ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

10. Franchise fees and other payments

There is no law restricting what a franchisor can charge for what service or in what circumstances. Basic common law is that a fee or charge should reflect no “penalty”. So your solicitor can charge you £1000 an hour but he may not charge you an extra “£10 an hour if you fail to pay on time”. Applying that here means you should try to make each item reasonable. Say what it covers. In the

.....

..... -,

.....

[illegible]

What the franchisee pays and for what services and goods will be different ■
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

You should also consider the tax treatment of the initial fee. You should consider the division likely to be drawn by HMRC between revenue receipts and capital receipts. Part of the initial fee may be regarded as revenue receipts, but the balance should be regarded as capital receipts. The division is likely to be drawn by HMRC between revenue receipts and capital receipts. Part of the initial fee may be regarded as revenue receipts, but the balance should be regarded as capital receipts.

11. Payment terms

The interest provision is useful to promote fast payment. The rate and cumulating period are for negotiation, but you should remember that the period of cumulation is 12 months. (12 months). "12 months".

12. Right to renewal

[illegible]

13. Data Protection Act 2018 Compliance

Self explanatory provisions.

The Data Protection Act 2018 applies to all personal data which passes through your organisation or that of your franchisee in any way. The law refers to “processing”. In plain English that means you do something positive with that data.

[illegible]

A data controller decides the purposes for which, and how personal data

Because a franchise involves the probability that personal data will flow between you and your franchisee for one reason or another, we

Where you are the processor, the law requires that you make the

[illegible]

[illegible][illegible]

We have provided a simple procedure, largely

.

[illegible][illegible]

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22. Risk and retention of title

23. Intellectual property

24. New intellectual property

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[illegible][illegible]

This is a legal term which prevents a

!

This is a simple and sensible provision to limit your total liability. In _____
_____, _____.
_____, _____
_____. _____
_____.

You must decide ,
.

[illegible]

Rights of Third Parties Act -

End of notes