Franchise agreement: retail business

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1. Definitions

In this agreement, the following words shall have the following meanings, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
means [equipment, plant and machinery] specified • • • • • • • • • • • • • • • • • • •		
means the consumable goods and semi- disposable goods listed in the Manual as Branded Supplies and provided •••••••••••••••••••••••••••••••••••		
means the whole of the business carried on by the Company, part of which is intended		
means in relation to a deceased Franchisee: spouse, life partner of \blacksquare		
means the date when this agreement ends.		
means all information about the Company. It includes information about businesses, methods of doing business, future plans, policies, suppliers and customers, agents distributors and customers,		

"Franchise"	means the arrangement for operation of the Franchise Business, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
"Franchise Business"	means the business to be carried on by the Franchisee • • • • • • • • • • • • • • • • • •
"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 $\blacksquare \blacksquare \blacksquare$
"Software"	means the software which operates and controls any [Home Robot] and all other software used in

"Territory"	means the area covered by [the county / post code / • • • • / • • • •].
"Transferee"	any person to whom the Franchisee wishes to sell or charge or make some other voluntary \blacksquare \blacksquare \blacksquare ,

2. Interpretation

In this	agreement unless the context otherwise requires:
2.1.	any agreement by any party not to do or omit to do something is deemed to include an obligation not to allow • • • • • • • • ;
2.2.	[except where stated otherwise,] any obligation of any person arising from this ••••••••••••••••••••••••••••••••••••
2.3.	in this agreement references to a party include references to a person: to whom those rights and obligations are transferred or pass as a result of
2.4.	the headings to the paragraphs and schedules (if any) of \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
2.5.	all money sums mentioned in this agreement are calculated net of VAT, which
2.6.	a requirement for reasonableness shall not imply that reasons shall be given ••••••.
2.7.	in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, such cost calculated as,

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2.8.	this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or
War	ranties for authority
3.1.	Each of the parties warrants that it has power to enter into this agreement [and = = = = = = = = = = = = = = = = = = =
3.2.	The Franchisee warrants and undertakes that it is not aware as at the date of this agreement of anything within his reasonable control which might
3.3.	The Franchisee warrants that he is not at the time of entering into this agreement insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or
Rela	ationship of parties
4.1.	Nothing in this agreement shall create a partnership or agency or the relationship of employer and employee, or other relationship between any of the
4.2.	Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf, except joint marketing
Enti	re agreement
5.1.	This agreement, together with the Manual, contains the entire agreement between the parties and

3.

4.

5.2.	The Franchisee acknowledges that he has read and understood the Manual and he accepts that the Company may change anything in the Manual,
5.3.	Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information
5.4.	Conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law. As
	[Enter list of docs and dates ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Gra	nt of Franchise
6.1.	With effect from [start date] the Company grants a [exclusive/non-exclusive] Franchise to the Franchisee [within the Territory] for the [= = = = = = = = = = = = = = = = = = =
6.2.	The Franchisee will operate the Franchise from the Franchise Premises
6.3.	The Termination Date is [date], when this agreement ••••••••••••••••••••••••••••••••••••
6.4.	The Franchisee may use the [trade mark / trade name / copyright / Intellectual Property related = = = = = = = = = = = = = = = = = = =
Pre	paring the Franchise Premises
After	the signing of this agreement, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :
7.1.	pay the Franchise Fee of [amount].
7.2.	set in place all work necessary to prepare the Franchise Premises ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

6.

	that he = = = = = = = = = = = = = = = = = =				
7.4.		[14] days of receipt of that notice, the ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■			
7.5.	after inspection of the Franchise Premises, the Company shall notif the Franchisee either that they accept that he is ready to trade, or t				
7.6.	Premis Compa	e date [three] months after the inspection, the Franchise ses remain in a condition unacceptable to the Company, then the any shall give notice to the			
7.7.	if the Company terminates the Franchise under this paragraph, the Franchise Fee shall be retained by the •••••••••••••••••••••••••••••••••••				
Earl	y obli	gations of the Company			
After					
	•	nce of completion of the Franchise Premises, ■ ■ ■ ■ ■ ■ ■			
8.1.	set up Brande repair	the Service Facility at the Franchise Premises, including all ed Equipment and Branded Supplies required to service and the [Home Robots]. The cost of			
8.1.	set up Brande repair t , .	the Service Facility at the Franchise Premises, including all ed Equipment and Branded Supplies required to service and the [Home Robots]. The cost of			
	set up Brande repair t , provide	the Service Facility at the Franchise Premises, including all ed Equipment and Branded Supplies required to service and the [Home Robots]. The cost of			
8.1.	set up Brande repair f , provide 8.2.1	the Service Facility at the Franchise Premises, including all ed Equipment and Branded Supplies required to service and the [Home Robots]. The cost of •••••••••••••••••••••••••••••••••••			
8.1.	set up Brande repair t , provide	the Service Facility at the Franchise Premises, including all ed Equipment and Branded Supplies required to service and the [Home Robots]. The cost of •••••••••••••••••••••••••••••••••••			
8.1.	set up Brande repair t ,	the Service Facility at the Franchise Premises, including all ed Equipment and Branded Supplies required to service and the [Home Robots]. The cost of •••••••••••••••••••••••••••••••••••			

			■ ■ ;
		8.2.6	a [three year] marketing plan, to ■ ■ ■ [■ ■ ■] ■ ■ ■ ;
		8.2.7	advertising and marketing guide;
		8.2.8	draft contract of employment of staff.
9.	Initia	al Trai	ning
	9.1.	minimu	[28] days of signing this agreement, the Company will provide a am of [200] hours training in the •••••••••••••••••••••••••••••••••••
	9.2.		ining will be provided free of charge at a location
	9.3.	The Fra	anchisee must pay for his travel and accommodation ■ ■ ■ ■ ■ ■ ■
	9.4.	Compa Franch	anchisee must complete the training to the level required by the any. It is in the discretion of the Company as to whether the isee has completed the training to a satisfactory level.
	9.5.	employ the Cor	ompany will provide training for employees or prospective rees of the Franchisee at [its head office / a location chosen by mpany]. Training will be provided by the day and charged
10.	Ong	oing (Company provision
	During ■ ■ :	g the op	eration of the Franchise, the
	10.1.		[Home Robots] within [28] days of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	10.2.	provide	e the Branded Supplies;

	10.3.	provide and maintain the Manual;
	10.4.	provide training for the employees of the Franchisee at cost to the Franchisee [at the Franchise Premises / at premises ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	10.5.	recommend sources of non-branded materials, goods and services from
	10.6.	provide advice, to the extent it judges to be reasonably required, by telephone / • • • • • • • • • • • • • • • • • •
	10.7.	provide whatever marketing assistance and promotional material in any medium •••••;
	10.8.	develop public relations and promotional campaigns for the benefit of the HR = = = = = = = = = = = = = = = = = =
	10.9.	supervise advertising by the Franchisee so as to impose appropriate ■
11.	Frar	nchisee payments
	11.1.	By the tenth day of each month, the Franchisee shall pay the Company for the [Home • • •] • • • • • • • • • • • • • • •
	11.2.	During a period of [60] days after opening the Franchise Business, the Franchisee will spend at least £ [10000] • • • • • • • • • • • • • • • • •
	11.3.	During the operation of the Franchise, the Franchisee will spend at least £ [1000] per month on advertising intended • • • • • • • • • • • • • • • • • •
	11.4.	All advertising must be approved by the Company as to materials, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

12. Payment terms

12.1. All sums due under this agreement:

	12.1.1	charge the Franchisee interest on late payments on a daily basis at a rate equivalent to [5]% • • • • • • • • • • • • • • • • • • •		
	12.1.2	Interest shall be calculated and compounded monthly.		
	12.1.3	shall be paid in pounds Sterling by internet transfer to the account notified to the		
12.2.	Paymer	nt for Goods shall be made by the tenth day of each month in		
12.3.	All Goods sold to the Franchisee shall remain the property of the Company until			
12.4.	All payments to be made by [name] under this agreement shall be made in full without set-off or counterclaim [(where the party is situated outside the UK) • • • • • • • • • • • • • • • • • • •			
12.5.	requires	nts shall be made without deductions. If the applicable law is any tax or charge to be deducted before payment, the amount der this agreement shall be increased so that the payment		
12.6.	convert	m due under this agreement not expressed in Sterling shall be ed into Sterling at the official rate of exchange in London at the f business on the [last day • • • • • • • • • • • • • • • • • • •		

13. Right to Renewal

			;
		13.1.2	has achieved the minimum target sales set •••••••••••••••••••••••••••••••••
		13.1.3	is not in breach of any ••••••;
		13.1.4	signs the then current version of the Franchise agreement of the Company, which may be different from this agreement in providing new methods of training, new royalty rates, advertising and marketing provisions,
		13.1.5	is not affected by any circumstance (as set out below) which could
		13.1.6	pays the renewal fee of £ [5000].
14.	Data	a Prote	ection Act 2018 Compliance
	14.1.	Europe	sfy the Company's and the Franchisee's legal obligations in the can Union concerning the personal data of customers and clients franchise Business, each of [Home Robots] • • • • [• • •] •
			4].

13.1.1 gives written notice to the Company at least three ■ ■ ■ ■ ■

14.3. 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

14.2. Those obligations shall continue to apply after expiry or termination ■ ■

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

15. Franchisee's undertakings

The Franchisee now undertakes to:

15.1.	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 •••••••;
	to use only the Company's
	obtain and maintain all the licences, ••••, •••••••
15.11.	maintain accounting, employment and other
15.12.	make available to the Company
15.13.	pav tax as due:

15.14.	maintain a relationship with every = = = = = = = = = = = = = = ,
	sell the [Home Robots] = = = = = = = = = = = = = = = = = = =
	at all times maintain stocks = = = [= = = = = =] = = = = = = = = =
15.17.	always use his ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
1	allow access to any person authorised by the
I	at the request of the Company, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	not incorporate or change the
15.21.	not use any business name of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	conduct the Franchise = = = = = = = = = = = = = = = = = = =
15.23.	not sell, transfer, sublicense, or assign any right or
15.24.	provide for assessment by the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ - ■ ■ ■ ■ ■ ■ ■ .
15.25.	Each shareholder in a corporate Franchisee, who signs ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	• • .

16. Exclusive purchase arrangements

The Franchisee will not buy from any supplier except the Company, ■ ■ ■ ■
,,
= = .

17. Transfer on death of Franchisee

17.1.	In the event of the death of the Franchisee, the Franchise
17.2.	A Close Relative of the deceased Franchisee may take over the Franchise provided he is qualified TRUE TO BE SET OF
17.3.	No transfer fee shall be payable to
17.4.	The grant of a new franchise will be ••••••••••••••••••••••••••••••••••
17.5.	A transfer to any other person shall be
17.6.	If the quality of management of the Franchise Business is reduced in
	the judgement of the sasa, sasassassassassassassassassassassassass

18. Company's right of pre-emption

18.1.	The procedure set •••••"•		
18.2.	If and whenever the Franchisee wishes to assign, sub-contract, ■ ■ ■		
18.3.	The Franchisee must give notice in writing to the Company, ■ ■ ■ ■ ■		
	18.3.1 the name of Transferee;		
	18.3.2 information relating to the Transferee of the		
	;		
	18.3.3 the proposed transfer price, •••••;		
	18.3.4 a draft ••••••••••••••••		
18.4.	The Company may make ••••••••••••••••••••••••••••••••••••		
18.5.	All of the information given to the Company ("= = = = = = = ")		
18.6.	The Company must, within [28] days of the date it was notified of the possibility of a transfer by the Franchisee,		
	[28]		

18.7.		company elects not to buy • • • • • • • • • • • • • • • • • •
	••••	ı∎■:
	18.7.1	the Transferee is = = = = = = = = = = = = = = = = = =
	18.7.2	the Transferee is ••••; ••••
	18.7.3	the Transferee is disqualified by his or its failure
		company so • • • • , • • • • • • • • • • • • • •
18.8.	If the C	Company elects to buy the Franchise Business, completion shall
18.9.		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
		••••••••••••••••••••••••••••••••••••••
18.10	circum	Company has the right to buy the Franchise Business in stances where
	40.40.4	t the Greening Dusiness in a paint source.
		1 the Franchise Business is a going concern. 2 the sale is at
	10.10.2	
	18.10.3	3 the buyer must employ staff
	18.10.4	4 the buyer must himself • • • • • • • • • • • • • • • • • • •
18.11	. There	shall be deducted from the purchase price payable by the
Teri	ns for	transfer to a third party
19.1.	A trans	sfer to a third party who
	19.1.1	the Transferee must meet
	1912	the Transferee signing

		19.1.3	payment to the Company of a contribution to the cost
			= = = £ [= = =].
		19.1.4	payment to the \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
		19.1.5	payment to the
	19.2.	If a trar	nsfer does not proceed, the
	19.3.		nsfer must be completed within [12] weeks of the
20.	Fran	nchise	operated by a partnership
20.			cherate and a harmone mb
-0.		If the F	ranchisee wishes to enter into
		If the F	ranchisee wishes to enter into
		If the F	ranchisee wishes to enter into ••••••••••••••••••••••••••••••••••••
		If the F 20.1.1	ranchisee wishes to enter into • • • • • • • • • • • • • • • • • • •
		If the F 20.1.1	ranchisee wishes to enter into • • • • • • • • • • • • • • • • • • •
		If the F 20.1.1 20.1.2 20.1.3	ranchisee wishes to enter into the new partner (or, if a the Transferee signing payment to the Company of a contribution to the cost payment to the Company of a contribution to the cost payment to the Company of a contribution to the cost payment to the Company of a contribution to the cost payment to the Company of a contribution to the cost payment to the pa

	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 par	tner(s) remaining may
	= :	,
	20.2.4	give notice of their wish • • • • • • • • • • • • [60] •
	20.2.5	obtain the approval of the Company to
	00.0.0	
	20.2.6	sign a new franchise agreement in
	20.2.7	pay the Company a contribution to the cost of providing assessment, \blacksquare
		, £ [5000].
20.3.	The Co	mpany = = = = = = = = = = = = = = = = = = =
20.4.	If the su	urviving partner(s) wishes to introduce a new partner, ■ ■ ■ ■
20.5.		an application is made, the Company will not refuse it onably, nor make ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
20.6	Each of	f the partners new undertakes to report to
∠U.Ö.		f the partners now undertakes to report to
		.,

21. Franchise operated by a company

		owing terms apply if the
	21.1.1	becomes insolvent; or
	21.1.2	is the subject of •••••••; ••••
	21.1.3	transfers or charges, or attempts • • • • • • • • • • • • • • • • • • •
	21.1.4	is subject to ••••; ••••
	21.1.5	is subject to ••••••••••••••••••••••••••••••••••
	the Fra	nchise shall terminate automatically
21.2.		mpany shall not object unreasonably to a change I I I I I I I I I I I I I I I I I I
21.3.		nareholders in the Franchisee propose a change which does, in
		:
	21.3.1	The Company approving a person who is a shareholder and ■
		;
	21.3.2	The signing of a new \blacksquare
	21.3.3	Payment to the Company of a fee calculated as the proportion of £ [10, 000] \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

	, = = = = = = = = (= = = = =) = = = .
	21.3.4 if and so far as the Company requires in its , , , , , , , , , , , , ,
	••••••••••
21.4.	If the Franchise terminates, the Company shall have a right to ■ ■ ■
lnau	
insu	irance
22.1.	The Franchisee will obtain and maintain an insurance
22.2.	The Franchisee shall keep the Goods insured to
	••••••
22.3.	The Franchisee will pay all the premiums
22.4.	The Franchisee will ensure that the terms
22.5.	The Company's interest will be noted on
22.6.	The insurance policy will stipulate that the

22.7.	If, when the Company asks, the Franchisee fails to deliver to

23. Risk and retention of title

23.1.	The Company shall deliver the $\blacksquare \blacksquare \blacksquare \blacksquare$, $[\blacksquare \blacksquare \blacksquare$
	,
23.2.	In spite of delivery having •••••, ••••••••••
	23.2.1 the Franchisee • • • • • • • • • • • • • • • • • •
	23.2.2 no other sums • • • • • • • • • • • • • • • • • • •
23.3.	Until property in the Goods passes to ••••, •••••
23.4.	The Franchisee shall store the Goods (at no cost to • • • • • • • • • • • • • • • • • •
00 E	Notwithstanding that any of the Coods remain the preparty of the
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 \blacksquare
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.	
	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
	23.12	. While ever the Company has title = = = = = = = = = = = = = = = = = = =
		■,■■■:
		23.12.1 title to ••••;
		23.12.2 the Franchisee shall hold such products as • • • • • • • • • • • • • • • • • •
		23.12.3 all the Company's rights in relation to ••••• • • • • • • • • • • • • • • •
24.	Inte	llectual Property
	The F	ranchisee agrees with the Company:
	24.1.	not to cause anything which
	24.2.	to notify the ;
	24.3.	to take such reasonable action as the;

	24.4.		the Goods [and] [;
	24.5.		pensate the Company for any
	24.6.		mnify the Company for ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	24.7.		expiry or termination of this
	24.8.		amper with any = = = = = = = = = = = = = = = = = = =
	24.9.		ISE
	24.10	. not to u	Ise = = = = = = = = = = = = = = = = = = =
	24.11		se the name of
25.	New	/ Intell	ectual Property
	25.1.	So far a	as Intellectual Property is created or discovered by ■ ■ ■ ■ ■ ■
			:
		25.1.1	do his utmost to ensure
		25.1.2	tell the Company
		25.1.3	provide to the Company whatever full specification description

	25.2.	To make this effective the Franchisee now undertakes to do whatever the Company
	25.3.	The provisions of this = = = = = = = = = = = = = = = = = = =
26.	Inte	llectual Property / Software
	The F	ranchisee • • • • • • • • • • • • • • • • • •
	26.1.	to use only [the Software] • • • • • • • • • • • • • • • • • • •
	26.2.	to attend training in the use of [
	26.3.	to attend training • • • • • • • • • • • • • • • • • • •
	26.4.	not to copy [
		to permit the Company to inspect and • • • [• • • • • •] • • • • [• • • •
	26.6.	to notify the Company • • • • • • • • • • • • • • • • • • •
	26.7.	to co-operate fully •••••••;
	26.8.	to use only the current version • • • [• • • • • •] • • • • • • • • •
	26.9.	not to allow any third party
	26.10	to provide the Company with ■■■■,■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

	26.11	. to maintain adequate backup • • • • • • • • • • • • • • • • • • •
	26.12	not to allow anyone to use the *** ***
	26.13	a. not to corrupt or interfere with
27.	Auto	omatic or immediate termination
	Witho	out prejudice to any other right or remedy it may have, either
	•••	
	27.1.	the other party is declared or becomes insolvent;
	27.2.	the other party convenes a • • • • • • • • • • • • • • • • • •
	27.3.	a petition is presented or a meeting is convened for the purpose of considering
	27.4.	a trustee, receiver, liquidator, administrator,
	27.5.	distress, execution
	27.6.	the Franchisee is convicted
	27.7.	the Company reasonably decides that continued operation

28. Termination by the Company on notice

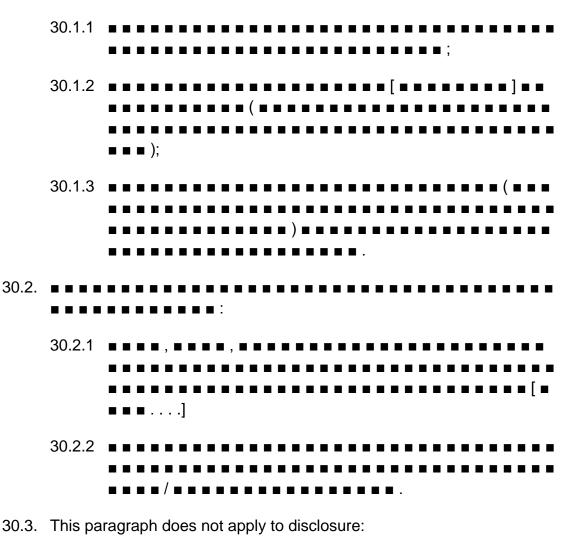
good	vents listed below are "Default Events". If the Franchisee has not made
28.1.	conduct by the Franchisee which materially
28.2.	a purported assignment, transfer,
	••.
28.3.	failure by the •••••••••••••••••••••••••••••••••••
28.4.	failure by the Franchisee to make timely payment
28.5.	failure to make good a breach of
28.6.	repeated failure by the Franchisee to comply
	the Franchisee abandons the Franchise by failing to operate the
	Franchise Business for [30] consecutive days, or • • • • • • • • • • • • • • • • • •
28.8.	the Franchisee makes a material misrepresentation relating to ■ ■ ■

29. Consequences of termination

Upon	terminat	tion of this agreement for any reason:								
29.1.	the Fra	nchisee = = = = = = = = = = = = = = = = = =								
29.2.		mpany has the option ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■								
29.3.	the Franchisee = = = = = = = = = = = = = = = = = =									
	29.3.1	have access to the Franchise Premises;								
	29.3.2	take over • • • • • • • • • • • • • • • • • • •								
	29.3.3	take a								
	29.3.4	take a transfer of all domain								
		 ;								
	29.3.5	take a transfer of any other leased asset.								
29.4.		anchisee undertakes to sign ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■								
29.5.		arty shall return to the other, all								
29.6.	-	arty shall remain liable to perform all outstanding ■ ■ ■ ■ ■ ■ ■								
29.7.	except	as provided here, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■								
29.8.		anchisee undertakes with the Company:								
	29.8.1	not to accept orders from or otherwise deal with any customer								

30. Confidentiality

30.1. The Franchisee agrees and undertakes that he will:



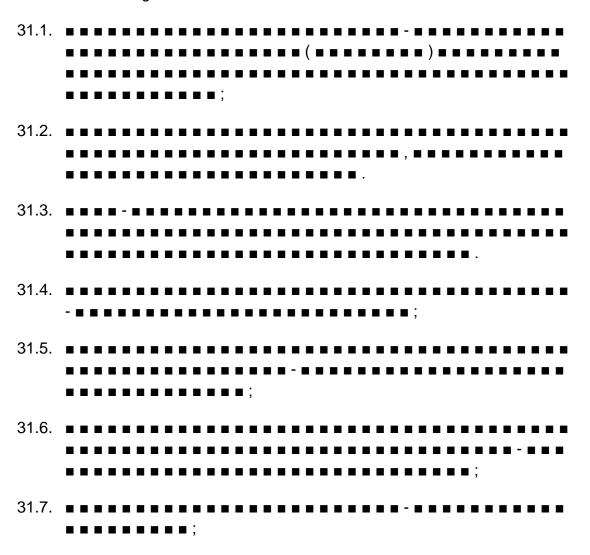
30.3.1

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	30.3.2	• • • •								
	30.3.3	• • • •					• • •		••	
	30.3.4					 • • •	• • •	 ı =		
30.4.		 		 						
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31. Confidentiality of Know-how

The Franchisee agrees:

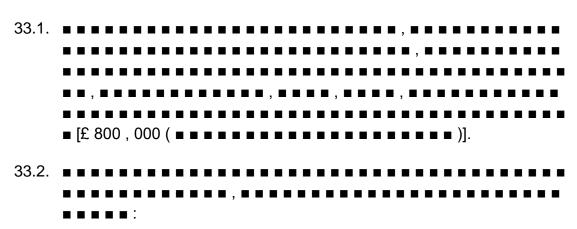


31.8.																				•							. .		
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32. Time is of the essence

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32.2.	[===	 = = 1				 	 	 	
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33. Limitation of liability



		33.2.2
34.	Lim	itation of liability for defects
	34.1.	[1]
	34.2.	
	34.3.	
35.	Pub	licity / Announcements
	35.1.	Neither party shall:
		35.1.1 make any public announcement; or
		35.1.2 disclose any information; or
		35.1.3
	35.2.	
	35.3.	

33.2.1 indirect or consequential loss; or

36. Irrevocable power of attorney

36.1.										 		-	
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36.2.	•••												
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37. Indemnity

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		37.1.3	
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	37.4.		
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38.	Dam	nages not adequate	

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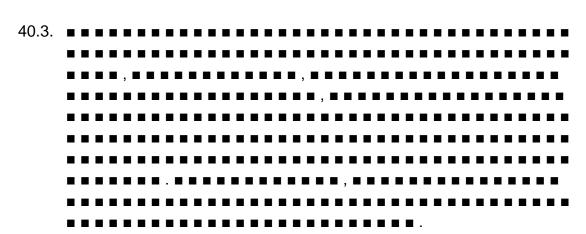
39. Uncontrollable events

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					_		 	 	 	 	-
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40. Miscellaneous matters

40.1.	 	■,■	 	, ■ ■ ■	 	 	

40.2.	 ••	 	 		 	 	 •	 	
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40.6.	
40.7.	· · · · · · · · · · · · · · · · · · ·
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40.12.																	
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Schedule 1: Intellectual Property

Schedule 2: Branded Supplies

Schedule 3: Press release

Schedule 4 : Data Protection Act 2018 Compliance

1. Definitions

	.,
"Act"	means the Data Protection Act 2018.
"Associate"	•••••
"ICO"	means the Information Commissioner's Office.
"Data Protection	means all or any of:
Legislation"	(a) the GDPR,
	(b) the applied GDPR,
	(c) the Act,
	(d) regulations made under the Act
	(
	1972
"the GDPR"	 () 2016 / 679
	27 - 2016
	■ ■ ■ ■).
"the applied GDPR"	3
"Law Enforcement	 () 2016 / 680 .

Directive" ____ "----"."----"."----"."-----"."----............. **Data Protection** 2.1. 2.2.

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2.

2.3.

2.4.

3.	Hov data	v the Company and the Franchisee shall process
	3.1.	();
	3.2.	;
	3.3.	
	3.4.	
	3.5.	
	3.6.	
	3.7.	,

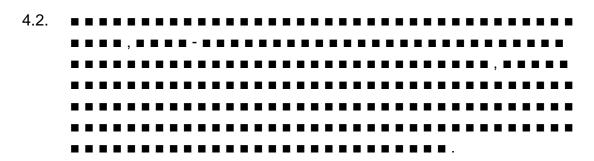
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3.7.1
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  3.7.3
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3.8.
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  the pseudonymisation and encryption of personal data;
  3.8.1
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	3.8.2							
	3.8.3							
3.9.					• • • • •			
	3.9.1							
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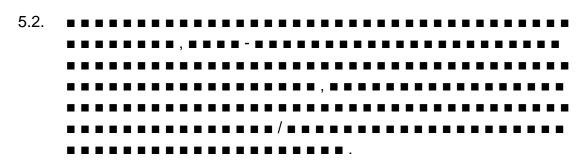
3.12. provide reasonable assistance to each other in:

4.1.4	14



5. Warranty and acceptance of liability





Appendix 1 to Schedule 4

Data Processing Activities

What either party may process in each category

1.	•••	•••••
	1.1.	Name
	1.2.	Address
	1.3.	Email address
	1.4.	Phone number
	1.5.	Date of birth
	1.6.	
	1.7.	[••••••]
2.	Proce	essing the data of these data subjects
	2.1.	
3.	:::	
	3.1.	
	3.2.	
4.	Reten	ntion period
	4.1.	
		4.1.1. for accounting and taxation purposes;
		4.1.2.

4.1.3.	

4.2.

Explanatory notes:

Franchise agreement: retail business

General notes

1.	comp	ugh all matters relating to the management, operation and structure of a any are regulated by statute, this agreement is comparatively ulated. It is therefore
	critics the de should	ver, franchise arrangements are watched by many organisations and . If you want your franchising business to be a success, you should keep eal fair in the eyes of the World. The starting point for this agreement d therefore be a "wish list"
		!
2.	initial	case you are new to legal agreements: defined terms are given cap letters so that you are aware, as you read and come across caps, that eaning of a word or phrase is " = = = = " = = = = = = = = = = = = =
	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 \blacksquare
3.	neces	er the front sheet nor the contents list are part of a document, nor ssary for it to be effective. If you want to decorate the front of your nent
4.	direct	ranchise premises: we have assumed that either the company has no interest in the franchise premises, or, more likely, that the franchise tes
5.		document has been drawn on the assumption that the franchisee is an dual. If your franchisee is a company, it

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

Check very carefully to be sure they apply exactly to your proposals. You should first decide on the contents of the document, then return to check what definitions are needed and

2. Interpretation

We advise you to leave all these in place because they tie in to important points in the way a judge would interpret the agreement. The point on VAT can be deleted for commercial transactions, when VAT is assumed to be due. The last item covers future litigation, when

3. Warranties for authority

4. Relationship of parties

Leave this provision in place. Every employer is required to comply with UK anti-discrimination laws, which prevent discrimination on grounds of sex, race, sexual orientation, disability, religion and age. However, in 2009 the Court of Appeal decided that a contract could still be a contract of employment despite the individual being called a franchisee and the contract being referred to as a

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

6. Grant of franchise

The start date may be in the future. The possibility to terminate depends on the franchise you are offering. Clearly, you cannot terminate on a whim when your Franchisee has spent large sums in setting up and may have taken a lease of

7. Preparing the Franchise Premises

You need a procedure whereby the franchisee has time to buy or lease, then set up the franchise premises. He will want to be sure he has the franchise agreement in place before he spends money on the premises. We suggest ■

8. Early obligations of the company

9. Initial training

Training is important. It is also a matter widely discussed in books and articles. So the agreement should cover this issue if only to satisfy the worries of the franchisee. We have used it as

10. Ongoing Company provision

This depends entirely on what you want to provide. Avoid committing to overdetailed obligations

11. Franchisee 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

	the Second try to make each item reasonable. Say what it covers. In
	We take the view that it is best to state specific sums, even if they are later eroded by inflation. That is because it is easier to enforce payment of an agreed
	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 HMR&C between revenue receipts and capital receipts. Part of the initial fee may be regarded as made for the grant of rights to operate the franchise, and the balance may be for goods and
12.	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
13.	Right to renewal
	Only you can decide the framework of your franchise offer and set the terms for renewal and transfer. We have provided example terms based on an initial term of five years. This gives you the opportunity to change
14.	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.
The scope includes data about any "INDIVIDUAL" who is living I I I I I I I I I I I I I I I I I I
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
You should identify whether your business is a "data controller" or a "data processor" or both. Likewise you should do the same for a franchisee.
It is important that you identify the extent to which \blacksquare
The full requirements can be found at: https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/contracts/
Please note that we have drawn this provision and ••••4••••••••••••••••••••••••••••••••
The Appendix is for you to edit. We have entered lists and text as mere ideas. It is up to you • • • • • • • • • • • • • • • • • • •
We suggest leave this provision as is • • • • • • • • • • • • • • • • • •

15.	Franchisee's undertakings
	Most of these points will be covered in detail in your manual. But is a good idea = = = = = = = = = = = = = = = = = = =
16.	Transfer on death of franchisee
	This is the first of several paragraphs dealing with changes of \blacksquare
17.	Company's right of pre-
	This is a difficult area. This is one where there may be legal provisions preventing you from taking back a flourishing business at an under value. It is important that you think through how you want your franchise to operate and set down each step carefully. On the one hand you need to avoid making the provisions obviously draconian, which would be bad for your brand and your expansion plans.
	The structure we propose in this and the following paragraphs is for the company to have a right to buy the franchise back at market value. Later, we provide for transfer payments and other charges to be deducted, so that effectively, the company may pay a
	The terms we have set out in this document are flexible ••••••••••••••••••••••••••••••••••••
	If you start with a sole owner, we advise you to leave in place the three alternative "entities" for the franchisee. Later he may wish to incorporate

18.	Terms for transfer to a third party
	We have provided a simple procedure, largely I I I I I I I I I I I I I I I I I I
19.	Franchise operated by a partnership
	We do not intend that you should delete this paragraph simply because you franchisee is not in a partnership now.
20.	Franchise operated by a company
	Even if the franchisee is a company, the directors may wish to join another in a joint — — — — — — — — — — — — — — — — — — —
21.	Insurance
	The extent to which you require the franchisee to insure will depend on the requirements of
22.	Risk and retention of title
	This is a very full provision to provide maximum protection for the company in the event of bankruptcy or administration of the franchisee. The provisions ■ ■
23.	Use of sub-contractors
	We advise that you should carefully consider what goods and services may be required by a franchisee and, of those, which should be controlled by you in some way. You may not wish to be
24.	Intellectual property
	As you can see from the definition, IP is a big subject. Some IP is ■ ■ ■ ■ ■

	Trademarks are registrable in the UK under the Trade Marks Act 1994 in specific
	If someone effectively steals your brand by dressing up his goods or services
	like,
	To succeed in a passing off
25.	New intellectual property
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
25.	Franchisees can be in a position to "create" new IP, for example by thinking
25.	Franchisees can be in a position to "create" new IP, for example by thinking up a new recipe or a better employee routine
25.26.	Franchisees can be in a position to "create" new IP, for example by thinking up a new recipe or a better employee routine
	Franchisees can be in a position to "create" new IP, for example by thinking up a new recipe or a better employee routine

27. Automatic or immediate termination

	nese provisions are reasonable and work both ways.
28.	Termination by the company on notice
	We have written this paragraph in strong terms to give you the legal strength you will want.
29.	Consequences of termination
	These are
	You should know however that EU competition law may restrict your ability to impose restraints on
	••.
	We provide at paragraph 40 for SERSELLE , SERSELLE, SERSELLE, SERSELLE, SERSELLE, SERSELLE, SERSELLE, SERSELLE, SERSELLE, SERSELLE,
30.	Confidentiality
50.	We have included this paragraph because every business has many secrets which
	Remember to tie = = = = = = = = = = = = = = = = = = =

31. Confidentiality of Know-how

	Know-how is the term we use to describe all those "ways you do things": ■ ■ ■ , ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
32.	Time is of the essence
	This is a legal term which prevents a
33.	Limitation of liability
	This is a simple and sensible provision to limit your total liability. In •••••
	••••••
34.	Limitation of liability for defects
	You must decide ••••••••••••••••••••••••••••••••••••
35.	Publicity / announcements
	This provision is concerned about publicity relating to this agreement. You
	•••.
36.	Irrevocable power of attorney
	This is a very powerful provision. It creates a power of attorney. That means, in the circumstances set down,

37.	Indemnity
	This is a two-
38.	Damages not adequate
	A judge will usually try to award money damages
39.	Uncontrollable events
	Often referred to as "force • • • • ". • • • • • • • • • • • • • •
	••••••
40.	Miscellaneous matters
	A number of points
	Rights of Third Parties Act - • • • • • • • • • • • • • • • • • •

End of notes