

## FRANCHISE AGREEMENT

This **FRANCHISE AGREEMENT** is dated [ ] 'the franchisor' and [ ] of [ ] business of [ ] at [ ] [ ] and is made subject to the following

### 1. **The franchise**

1.1 The franchisor carries on the business units [all of which have similar appearance] required to be managed and presented. The franchisor is willing to let the franchisee as a franchisee.

1.2 The franchisor grants to the franchisee the right to use the address (and only at the address) covered by this arrangement is brought to an end in accordance with this agreement.

1.3 The franchisee shall throughout the term of this Agreement and liberty to enter upon and use the premises contained in this Agreement.

1.4 The trade equipment and the goodwill of the business shall only be used for the business at the address.

### 2. **The franchisee undertakes to the franchisor**

2.1 At all times to manage the business of the franchisee, sales and profits, whilst enhancing the reputation of the franchisor, through high standards of service and to [the management procedures]

2.2 To keep the business adequately stocked with goods for the business by proper ordering and control of the stock, and generally to keep the premises clean and attractively laid out in a manner consistent with the requirements set out by the franchisor.

2.3 Not to use the address for any purpose other than the business and matters necessarily incidental to the business on the premises and not to use or allow the premises for any immoral or illegal purpose and

- any purpose, business activity, use or operation of the business that the franchisor has, or could have, reasonably expected.
- 2.4 To ensure at all times the [goods sold] are of the same standard and quality in keeping with those supplied by the franchisor, and that they are of a good quality and comply in all respects with all statutory requirements.
  - 2.5 To ensure that at all times the goods sold are of the same quality as ordered from suppliers previously approved by the franchisor, and only such goods are placed on display for sale.
  - 2.6 To ensure that none of the goods sold are of an obscene or offensive nature.
  - 2.7 To ensure the premises are adequately maintained and clean at all times during normal business hours.
  - 2.8 To keep proper and fully comprehensive records of the operation of the business and the financial accounts relating to the payment and deduction of taxes, and to pay the franchisee and to pay the deduction of taxes before the due dates.
  - 2.9 To comply with all procedures concerning the taking of all takings, and ensure the proper use of all takings purchased for the business.
  - 2.10 Not to allow credit to any customer or to allow any advances or 'subs' to be drawn from the business.
  - 2.11 To be and take responsibility at all times for the actions of all employees whether in the performance of their duties, such employees and any other persons employed by the franchisee complies with the requirements placed on the franchisee.
  - 2.12 To maintain the equipment at and to ensure that the premises are kept the address tidy and in such condition as to safety, fire, etc.
  - 2.13 To indemnify the franchisor against all claims, damages, and expenses incurred or sustained by the franchisor resulting from the franchisee's operations or the operation of the business operating therefrom.

2.14 Not to cause or permit it to be caused and to indemnify the franchisor against costs, and expenses incurred or sustained otherwise arising out of the franchisee's business due to any act neglect or omission of the franchisee's agents or employees in connection with the above address.

2.15 To comply in all respects with the terms of any policy(ies) of insurance and not to do anything which may render the terms of any policy of insurance to become void or liable to be voided and to pursue or assist the franchisor in the procurement of any policy or policies of insurance.

2.16 Not to permit any person other than the franchisor, its customers or the employees or agents of the franchisor to have access to the address of the franchisee.

AS WITNESS the hands of the parties hereunto

SIGNED by the said Franchisor  
in the presence of

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SIGNED by the said Franchisee  
in the presence of

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