

FRANCHISE AGREEMENT

Registered Office:

Effective Date:

Parties:

Franchisor Name:

Registered Address:

Franchisee Name:

Registered Address:

Recitals:

WHEREAS, Franchisor owns and operates a business system related to [describe nature of business], which includes distinctive trademarks, service marks, trade names, logos, and commercial symbols (the "System"); AND WHEREAS, Franchisee desires to obtain the right to operate a franchised business using the System and Franchisor's marks and methods; AND WHEREAS, Franchisor desires to grant such rights to Franchisee pursuant to the terms and conditions contained herein.

1. Grant of Franchise

Franchisor hereby grants to Franchisee the right and license to operate a franchised business using the System and the trademarks, including the right to use all related intellectual property, within the territory described as [describe territory]. This grant is subject to the terms and conditions of this Agreement.

2. Term

The term of this Agreement shall commence on the Effective Date and continue for an initial period of [insert number] years, unless sooner terminated in accordance with this Agreement. Franchisee may have the option to renew upon mutually agreed terms.

3. Franchise Fee

Franchisee shall pay to Franchisor an initial franchise fee of £_____ due upon execution of this Agreement. This fee is non-refundable and grants the Franchisee the rights described herein.

4. Royalties

Franchisee shall pay Franchisor ongoing royalties equal to _____% of Gross Sales, payable monthly on or before the [insert day] of each calendar month.

5. Advertising and Marketing

Franchisee shall contribute [insert percentage]% of Gross Sales to a national advertising fund established and administered by Franchisor. Franchisee agrees to participate in local marketing efforts as reasonably required by Franchisor.

6. Training

Franchisor shall provide initial training to Franchisee's designated personnel at a location specified by Franchisor. Franchisee is responsible for all travel and living expenses incurred in connection with training.

7. Operations Manual

Franchisor shall provide Franchisee with an Operations Manual containing the System's standards and procedures.

Franchisee agrees to comply with all requirements set forth in the Operations Manual, as amended from time to time.

8. Use of Marks and Proprietary Information

Franchisee acknowledges that all intellectual property rights in the System, including trademarks and trade secrets, are the exclusive property of Franchisor. Franchisee shall not use the marks or proprietary information except as expressly permitted under this Agreement.

9. Quality Control

Franchisee agrees to maintain standards of quality and service consistent with Franchisor's requirements. Franchisor reserves the right to inspect the franchised business and require corrective actions.

10. Confidentiality

Franchisee shall keep confidential all proprietary information disclosed by Franchisor and shall not disclose such information to third parties except as required by law.

11. Insurance

Franchisee shall maintain, at its own cost, insurance coverage satisfactory to Franchisor, including but not limited to public liability, property, and workers' compensation insurance.

12. Indemnification

Franchisee agrees to indemnify and hold Franchisor harmless from any claims, damages, liabilities, or expenses arising out of Franchisee's operation of the franchised business, except to the extent caused by Franchisor's gross negligence or willful misconduct.

13. Compliance with Laws

Franchisee shall comply with all applicable laws, regulations, and ordinances in the operation of the franchised business.

14. Termination

Franchisor may terminate this Agreement immediately upon written notice if Franchisee breaches any material provision and fails to cure within 30 days. Franchisee may terminate upon written notice if Franchisor materially breaches this Agreement and fails to cure within 30 days.

15. Effects of Termination

Upon termination or expiration, Franchisee shall cease all use of the System and marks, return all confidential materials, and comply with post-termination obligations as set forth herein.

16. Non-Competition

During the term of this Agreement and for a period of 2 years following termination within the Territory, Franchisee shall not engage in any business competitive with the System.

17. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved by arbitration in London under the rules of the London Court of International Arbitration. The decision of the arbitrator(s) shall be final and binding.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of laws principles.

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Any amendment must be in writing and signed by both parties.

20. Notices

All notices shall be in writing and deemed given when delivered personally, sent by recorded delivery mail, or by email with confirmation, to the addresses provided herein.

21. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

22. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which constitute one agreement.

23. Assignment

Franchisee may not assign or transfer its rights or obligations under this Agreement without prior written consent of Franchisor.

24. Independent Contractor

Franchisee is an independent contractor and nothing herein shall be deemed to create a partnership, joint venture, or agency relationship.

25. Force Majeure

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control, including acts of God, government actions, or labor disputes.

26. Waiver

Failure to enforce any provision shall not be deemed a waiver of future enforcement of that or any other provision.

27. Interpretation

Headings are for convenience only and do not affect the interpretation of this Agreement.

28. Language

This Agreement is executed in the English language which shall be controlling in all respects.

29. Execution

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations.

30. Signatures

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the Effective Date.

FRANCHISOR'S SIGNATURE

FRANCHISEE'S SIGNATURE

Signature: _____

Signature: _____

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