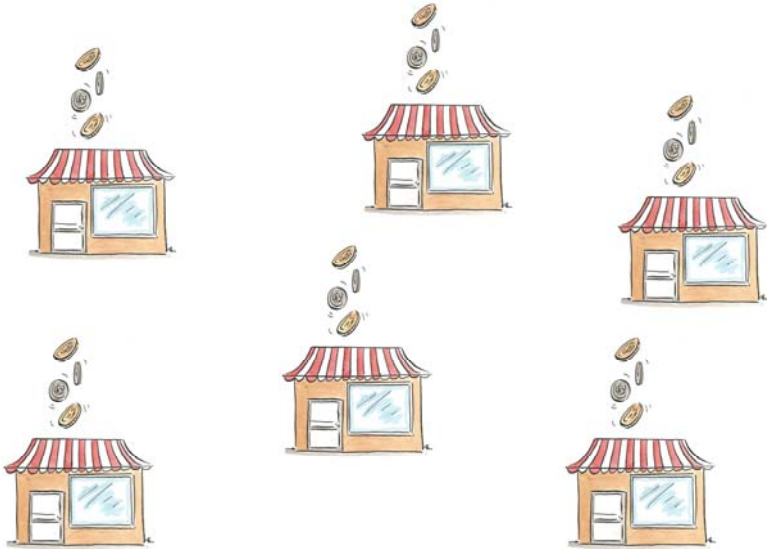


# How To Franchise Your Business

Grow Your Business Using Other  
Peoples Time And Money



**Lisa Newton**



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## AUDIOBOOK EDITION

This booklet accompanies the audio book edition of *How To Franchise Your Business*. The physical book is approx 200 pages (ISBN-13: 978-1539779087) and contains more information, however this is a reduced / condensed edition.

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# Chapter 6

## Operations Manual

### Example pages to include

- ❑ Contents page
- ❑ Mission statement (what the companies aims are)
- ❑ Belief statement
- ❑ Background information (history of the company e.g. founders, year founded, awards won etc.,)
- ❑ The team – organisational chart (who is who)
- ❑ The roles of different people in the company
- ❑ Rules of the office
- ❑ Aims of the business
- ❑ The product mix (what products / services does the business offer)
- ❑ Recruitment policy
- ❑ Commissions Policy
- ❑ The Recruitment process
- ❑ Person specification (for every role in the company)
- ❑ Job specification (for every role in the company)
- ❑ Advertisement wording (for recruitment)
- ❑ Rejection letter text
- ❑ Initial telephone interview questions
- ❑ Interview letter (with directions to the office)
- ❑ Manual test questions and answers (for each role)
- ❑ How to administer the test
- ❑ Interview questions (for each role)
- ❑ Computerised test questions
- ❑ Computerised test answers
- ❑ Interview outcome letter – offer letter
- ❑ Interview outcome letter – no

- ❑ Reference questionnaire
- ❑ Letter asking for references
- ❑ Induction procedure
- ❑ Employment Contract terms
- ❑ Payment sheet
- ❑ Bank payment details
- ❑ Probationary period
- ❑ Preparatory training
- ❑ Etiquette
- ❑ New client enquiry questionnaire
- ❑ How to win new business procedure
- ❑ How to win new business policy
- ❑ New client – checklist
- ❑ Client retention
- ❑ Total quality management checks
- ❑ Audit (self check)
- ❑ Client information questionnaire
- ❑ Probationary review meeting invite letter
- ❑ Appraisal process
- ❑ Invite letter
- ❑ Appraisal sheet
- ❑ Conducting the appraisal
- ❑ Marketing the business
- ❑ Example adverts
- ❑ Daily marketing tasks
- ❑ Weekly marketing tasks
- ❑ Monthly marketing tasks
- ❑ Texts
- ❑ Phone scripts
- ❑ Email scripts
- ❑ Client terms of business
- ❑ Customer complaints procedure
- ❑ Customer complaints form
- ❑ Staff disciplinary issues
- ❑ Disciplinary policy
- ❑ Stages of the disciplinary procedure



- ❑ Outcome of disciplinary warning
- ❑ Letter of fee increase
- ❑ Sales process
- ❑ Commission agreements
- ❑ Brochure
- ❑ Training courses
- ❑ Subcontractors
- ❑ Subcontractors agreement
- ❑ Housekeeping
- ❑ Communications policy – internal
- ❑ Communications policy - external
- ❑ Timesheet policy
- ❑ Timesheet procedure
- ❑ Payroll procedure
- ❑ Invoicing procedure
- ❑ Credit control procedure
- ❑ Accepting credit card payments
- ❑ Reminder letters
- ❑ Office opening procedures
- ❑ Office closing procedures
- ❑ Social media – accounts and passwords
- ❑ Social media policy
- ❑ Accident form
- ❑ Insurance policy
- ❑ Website maintenance
- ❑ Key suppliers
- ❑ Banking procedure
- ❑ Petty cash procedure
- ❑ Credit card procedure
- ❑ Management accounts
- ❑ Accounting process
- ❑ Year end process
- ❑ Insurance policies
- ❑ Pension policy
- ❑ Taxes – Corporation, VAT, Employee

- ❑ Government compliance
- ❑ Budgeting and planning
- ❑ Database management

# Chapter 10

## What Should The Franchisee Look For?

Checklist of questions that franchisees should be asking:

- Am I restricted to a territory? If so, what size is it?
- Who provides the leads? How is the franchisee expected to do marketing? What is the time/cost commitment? Is training given in this?
- Do you need specific qualifications to join the franchise opportunity?
- Is any specific experience needed?
- Do I need premises?
- What is the earning potential?
- Who are the other franchises in the marketplace? What do they offer? How is this opportunity different / better?
- How many franchisees are there? What is their success rate?
- When was the franchise established?
- Do they run any company owned units?
- How long is the initial franchise agreement term?
- What happens at the end of the term? Is there a renewable fee?
- What are the royalties ?
- Is it possible to sell the franchise?
- Who is behind the franchise?

- What is the process of getting a franchise?
- What training is given?
- What is expected of me?
- What can I expect? What am I getting for my investment?

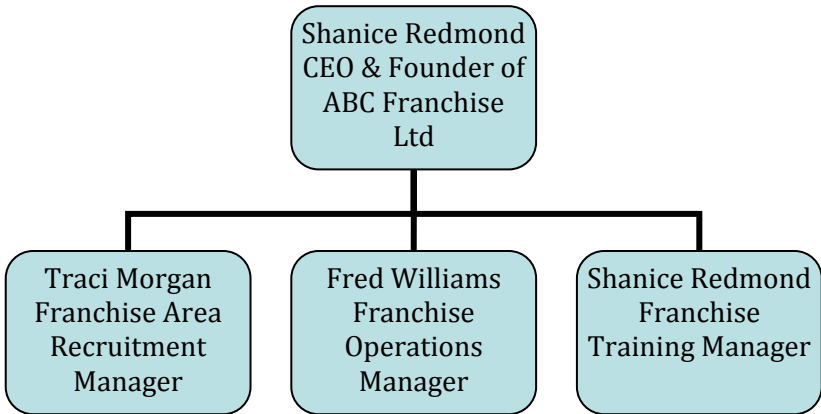
Take a look at: “Here are the TOP 11 MOST IMPORTANT questions *everyone* should ask *BEFORE* investing in a bookkeeping franchise...” see:

<https://www.youtube.com/watch?v=dsHWXKHKZNU>

# Chapter 13

## The Franchisors Organisation

*Example of an organizational structure*



*Example of a Job Description for: Franchise Area  
Recruitment Manager*

Purpose of the job – to follow up the applications received by post, email and phone, and to identify and select quality franchisees. Mainly: recruitment. Ongoing looking for opportunities to promote the franchise such as at exhibitions and franchise trade shows.

### **Job Description Outline:**

- Place adverts on the various websites that we use

- Monitor applications via an email address set up: [recruitment@abcfranchise.com](mailto:recruitment@abcfranchise.com)
- Send out an application form and brochure by email
- Follow up by phone, all those received back within 48 hours, and those not received back – follow up within 28 days by email
- Telephone interview the forms that are returned
- Send out the practical test by email & mark test papers returned
- Phone, and thank them for the papers and
- Arrange to meet for a (final) interview in London – ask for 2 references
- Send the 3-page business plan before the interview, so that they can look at it
- Receive back the business plan – and notify ABC HQ (Operations Manager)
- After which point:
  - ABC HQ reviews the forms and decides (and will notify those who are no's)
  - Operations Manager meets the franchisees and signs the franchise agreement. The franchisee pays the fee to ABC & attends the training with the Training Manager.

The Operations Manager will liaise with the Training Manager regarding training, and with the Franchise Area Recruitment Manager regarding the territories that are **not** available.

**Hours:**

- Approx 8-32 hours a week. Initially, there could be less to do – and ongoing, it could grow.

**Place of work:**

This work can be done from home, but an arrangement needs to be made regarding reimbursing telephone calls.

Good spoken English is a must, because the job involves a lot of communication with people.

**Other:** All interview questions, tests, answers, wording of adverts etc., already have templates. The Recruitment Manager just uses the tools available. We'll reimburse telephone costs.

### *Example of a Job Description for: Franchise Operations Manager*

Purpose of the job – to meet the franchisees and sign the franchise agreement. To be the point of contact for all the franchisees. To do on-site visits and do audits and provide support to the franchisees. The Operations Manager checks that procedures are being followed and performance targets are being met, and acts like a ‘coach’ for the franchisee to help them get the most out of their franchise.

#### **Job Description Outline:**

- Receive the business plan from the Recruitment Manager – and analyse it (this is the basis of working with the franchisee)
- Send a letter – no / yes to the application
- Meet with the franchisee to sign the agreement and take payment
- Arrange dates for the training with the Training Manager
- Whilst the training date could be in a few weeks, the Operations Manager needs to be ‘coaching’ the franchisee on preparation – especially of the business plan.



The Ops Manager will liaise with the Training Manager regarding training, and with the Franchise Recruitment Manager regarding the territories that are **not** available.

**Hours:**

- Approx 2-3 hours a week per franchisee signed up.

**Place of work:**

This work can be done from home, but an arrangement needs to be made regarding reimbursing telephone calls.

Good spoken English is a must, because the job involves a lot of communication with people.

**Other:** We have the coaching tools and business plan tools for them, so the Ops manager needs to apply them. We'll reimburse telephone costs. Ideally, they'll have transport, because the role involves 'outreach work', and going on-site to visit the franchisee **at least** twice a year. Transport is reimbursed. We have the on-site audit kit, and the franchisees performance needs to be reported back to ABC HQ.

*Example of a Person Specification for: Franchise Manager*

1. Qualifications:

*Essential:* The candidate should be educated to GCSE standard or equivalent.

*Desirable:* Business, Accounting, Marketing, Sales, NLP, Coaching background

2. Experience:

*Essential:* Working under their own steam and initiative. Coaching or supporting others to achieve results – possibly in HR.

*Desirable:* Experience of working with and motivating people, ideally franchisees. Knowledge of running a small business or an understanding of the challenges which small businesses face.

3. Aptitudes & Ability:

*Essential:* Good organisational & administrative skills. Internet access. People person.

4. Personal Attributes:

*Essential:* The candidate should be self-motivated, enthusiastic and able to manage and direct their own workload. We need someone who is friendly, reliable,

effective, a coach, willing to travel and possibly be away from home overnight.

# APPENDICES

## Appendix 1 – Financial Modelling Franchisor

Use the example below. Input your own assumptions to create your own financial model.

### Initial Set up costs

**Step 1:** Look at Appendix 4 and cost each phase

Eg:		Your costing
Feasibility Study	£	4,800
Strategy & Management	£	7,000
Operating System	£	5,600
Legal	£	4,000
Company Internet & Marketing		
Collateral/Strategy	£	5,000
Recruitment Process	£	7,200
Training & Support	£	4,200
Franchisor Support	£	2,400
	<b>£</b>	<b>40,200</b>

**Step 2:** Decide on your Franchise Cost

Eg: Franchise Cost: e.g. £9,475 \_\_\_\_\_

**Step3:** Calculate the Break even point:

$$\frac{\text{Set up Costs}}{\text{Franchise Fee}} = \frac{\text{£40,200}}{\text{£9,475}} = 4.2 \quad \text{_____} = \text{_____}$$

The end result is, you will have to sell approx 4 franchises to 'break even' and recuperate the cost of franchising your business.

Read below, to see the assumptions made, to estimate these costs. Note that in reality, the ‘initial set up costs’ may actually COST you less in hard currency – but you will pay in ‘time’ instead. As time is money, it’s all been factored in.

Assumption 1 – the rate paid is £25 per hour, there are 8 hours per day, and the estimated days for each part of ‘setting up’ the franchise initially have been estimated at £200 per day. Take this as a guide, and use it to adapt to your circumstances to figure out the real cost of franchising your business.

<b>Phase One:</b>	<b>COST</b>	<b>Days</b>	<b>COST</b>	<b>Days</b>
<b>Feasibility Study</b>				
Initial Review & Audit of Your Business	1,000	5		
Competitor Analysis: Franchise & non Franchise Systems	1,000	5		
Decide on investment needed to improve Corporate Image & Infrastructure (for example: Company Internet Site, IT/Customer Relationship Management System, etc.)	400	2		
Financial Modelling: Franchisor & Franchisee Forecasts	1,000	5		
Defining/Clarifying the Franchise Offering	600	3		
Confirm cost from 3 rd party providers for: territory mapping, legal, etc	400	2		
Develop Project Plan	400	2		
	<b>4,800</b>			

<b>Phase Two:</b>	<b>COST</b>	<b>Days</b>	<b>COST</b>	<b>Days</b>
<b>Strategy &amp; Management</b>				
Develop Detailed Franchise Business Plan factoring in:				
Territory Mapping	4,000	20		
Finalised Initial and On-Going Royalty Fee Structure for various levels	1,000	5		
Hiring/assigning existing staff member to support development of Franchise	2,000	10		
<b>Operating System</b>				
Design & Preparation of franchisor Operations Manual: Outlining the support to be provided to the franchisees	600	3		
Design & Preparation of franchisee Operations Manual: Company Description, Equipment/Administration/Insurance Requirements, Operating Procedures, Accounting Procedures, Pricing Policy, Sales & Marketing Procedures, Standard Forms, Company Directory, etc.	5,000	25		
<b>Legal</b>				
Advise on Protection of Intellectual Property: Company Name, Logo/Patents, Trademarks, Domain Names, etc.	2,000	10		
Draft Franchise Agreement defining Terms between Franchisor & Franchisees	2,000	10		

<b>Company Internet &amp; Marketing Collateral/Strategy</b>	<b>COST</b>	<b>Days</b>	<b>COST</b>	<b>Days</b>
Redevelopment of Company Internet Site	1,400	7		
Adding Franchisee Recruitment Materials to Company Internet Site	400	2		
Design & Preparation of Franchisee Prospectus & other Advertising/Marketing Collateral	1,000	5		
Implement Marketing & PR Strategy: Traditional & Social Media	2,000	10		
British Franchise Association Provisional Registration	200	1		
	<b>21,600</b>			
<b>Phase Three:</b>				
<b>Recruitment Process</b>				
Develop Franchisee Lead Generation Strategy	400	2		
Hiring or Assigning Existing Staff Member to be Franchisee Development Manager	1,000	5		
Defining Preferred Franchisee Profile	400	2		
Defining Franchisee Recruitment & Selection Process	600	3		
Design & Preparation of Franchisee Business Plan (should they need to seek bank funding)	800	4		
Managing Recruitment process from initial contact through to contract signing	4,000	20		

	<b>COST</b>	<b>Days</b>	<b>COST</b>	<b>Days</b>
<b>Training &amp; Support</b>				
Design & Preparation of Franchisee Training Program	1,400	7		
Coaching & Mentoring of Franchisees	2,000	10		
Development of Ongoing Support Programme for Franchisees including: Intranet Site, Monthly Calls, Annual Conference, etc.	800	4		
	<b>11,400</b>			
<b>Phase Four:</b>				
<b>Franchisor Support</b>				
Assistance with Monitoring the first 12 Franchisees	1,200	6		
Growth Management (namely ongoing advice from people who have done it before)	1,200	6		
	<b>2,400</b>			



## **Calculating Ongoing Royalties – from franchisor perspective**

Deciding upon how to cost the franchise (possibly based on recuperating the initial franchise outlay costs) quickly, is one thing, but on an ongoing basis, the royalties generated, need to support the ongoing costs of operating the franchise.

**Step 1:** Calculate the ongoing costs of operating the franchise. Example – annual estimate

	Example	Estimate
Franchise Area Manager	£ 26,000	
Franchise Recruitment Manager	£ 26,000	
Office costs	£ 24,000	
	<b>£ 76,000</b>	

**Step 2:** Set the royalty rate.

If you then set the royalty at ‘10%’ – the target annual turnover from your franchisees will be £760,000 minimum (that’s your fixed costs of £76,000 x 10).

**Step 3:** Calculate the sale turnover goal per franchisee.

If you have '8' franchisees in your network, then your managers' goal, will be £95,000 per franchise unit (£760,000 divide by 8).

This is all JUST TO BREAK EVEN.

**Step 3:** Calculate the expected franchisee annual sales turnover figure.

If, an average franchisee is expected to be able to turnover "£60,000" (and you'll know the figure from your business model and how your pilot did) – and your terms are 10% of the sales turnover, then you need to aim to have £76,000 (fixed costs) divided by £6,000 (average expected royalty) = 12.6 franchisees in your network – to break even each year.

These figures are just looking at the costs from a franchisors perspective. If they work, great. If not, it's then worth calculating royalties from a franchisee perspective, and then cutting our cloth accordingly.

## **Calculating Ongoing Royalties – from franchisee perspective**

Let's assume every franchisee can do at least £12,000 in sales turnover every year.

**Step 1:** Take the turnover “£12,000” and times that by the royalty set e.g. 8% ( $£12,000 \times 8\%$ ) = £960 – gives you a figure to work with.

**Step 2:** We then immediately take out “10%” and use this for advertising the franchise nationally ( $£960 \times 10\%$ ) = £96 - ( $£960 - £96 = £864$ ).

**Step 3:** Set aside a further 10% for ‘profits’ - ( $£960 \times 10\%$ ) = £96 and another 10% for ‘contingency’ – this leaves: £960 – ( $3 \times 96$ ) = £672.

**Step 4:** The remainder is what is used for the ‘Franchise Manager salary’. At “£24” per hour, we can get ( $£672$  divide by 24) = 28 hours per annum. We could divide this into ‘4’ and say that every quarter, the franchisee gets around 1 day of the franchise managers time – undivided attention to work with them on their business.

Or, we could split this £672 differently. We could allocate some of this 'budget' to training (group) and less 1-2-1 time. It all depends on how many people are in the network, where they are based, and what their needs are.

The purpose of franchising isn't about just sitting back and collecting royalties (although no doubt many would like that). Royalties need to be reinvested back into the business for running costs, marketing the franchise to get more to join, supporting the franchisees that do join to perform better and improving upon business systems.

Once the initial start-up costs have been recuperated (in our example above this is £40,200 (recuperated after 4 franchisees paying approx £9,475 to join).... Then we need to remember that franchisee number 5, when they join, that £9,475 fee is literally all yours!!

For this reason, you may wish to play with the figures...

## **Things to Think About**

When carrying out your competitor analysis, you need to decide where to position yourself in regards to everyone

else. Do you want to be the cheapest? Or the most expensive? Remember that pricing conveys a perceived value.

Your strategy might be to go in high (£9,475) – and recuperate your initial set-up costs quickly with 4 franchisees, and perhaps drop the price later. Not necessarily to be recommended because you don't want to foster annoyance with the initial franchisees who paid more. That said, the first few franchisees will probably get a lot more of your personal time than the later ones do, so you can always justify a price drop with that. But, you don't want to send a mixed message to the marketplace. There'll be people out there who 'think' about joining your franchise for years. You don't want to project a message that you're desperate for joiners (so you've dropped the price!)

Or, you may think that going in low (£4,750) and selling 8 franchises will be better. Once you've sold your eight, you have now recovered your initial start-up costs, and now you can increase the fee. Remember, the more franchisees in your network, the more value that network has... so you'd certainly be justified in raising the price. However, experience has certainly taught me it's just as much effort to

sell at “£5k” as it is at “£10k” (if not more!) and unfortunately because the lower price is more affordable to many, you may well increase your number of enquiries, but not necessarily your number of sales, so don’t be too keen to drop the price. Your offer has value, and your franchisees need to find the money to take part. This is why bank loans and having banking contacts with access to finance who can assist them with the initial start up cost is very important.

## **Appendix 2 – Financial Modelling Franchisee**

Use the example below. Input your own assumptions to create your own financial model for the franchisees business plan. Remember, the figures need to work for both parties.

You may want to build various “scenarios” for your franchisees, so that they have an idea of what might be possible with your system. Not everyone is the same. Some may do remarkably well, other just ‘average’ – so it’s useful to have ‘best case’ scenarios – just to inspire them a little. Never ‘exaggerate’ claims. Make sure than the figures are based on what you or your pilot has experienced.

You may want to use some of your illustrated figures in your prospectus, because prospective franchisees always want to know what their earning potentials are.

### **Estimate of Costs to establish & run your franchise**

Be clear in your own mind, exactly WHAT the franchisee will get as part of their initial joining fee, and what will be extra. Bearing in mind (and also lets assume) that the franchisee

has absolutely no clue of what it takes to run your type of business – you must be very clear on what they will need, so that they can make a true full assessment of what they'll need.

### *Example – Bookkeeping franchise*

What is included in the franchise fee:

- Initial training (3 days, full time)
- Accounting software (QuickBooks desktop)
- Initial starting materials (be specific)\*

\* The Starter pack includes: 1000 business cards & 500 letterheads, printed operations & marketing manual, 100 brochures, 1000 complimentary slips, 5000 postcards and other start up documents.

Whatever you include, needs to be 'enough' for them to start up. Think about what you need to run your business type, cost it up, and get quotes. This information will affect the franchise joining fee that you set.

It's important to state assumptions at all points. Tell them what they will need e.g. a printer, a laptop with a spreadsheet software e.g. Excel, internet, a mobile phone etc.,



*Establishing Costs may / may not include:*

- BNI /other business networking annual membership £700
- Office Equipment (laptop with software e.g. Microsoft Office, back up & anti virus) £800
- Fax / Copier / Printer / Scanner £200
- Insurance Premium (Professional Indemnity,) Public Liability) £200

**Total Costs per annum: £1,900**

*Ongoing Running Costs may / may not include:*

- Office salaries, rent, telephone £7,800
- Marketing, Printing & stationery £5,300
- Travel, Fuel, Vehicle maintenance £2,000
- Bank Charges £120
- Membership to professional bodies £200

**Total Costs per annum: £15,420**

## **Income Potential Scenarios**

The following are estimates and are based on current bookkeeping performance from experience. One would expect to convert around 60% of leads. The ABC Franchise Head Office will pass leads on, and the franchisee

themselves will have a number of referrals and self-generated leads.

*Assumptions:*

- Sales are £17per hour
- Bookkeepers wages is £9 per hour
- Training is £40 per hour

In your area this may be more/less, but the overall ratio will be similar. Therefore, the majority of the sales income, is from bookkeeping service sales. Training rates are generally double the normal rate, and thus are a good source of income.

Many franchisees can charge more (depending on the area of the country). We do encourage franchisees to negotiate a fixed fee for services. Suggested price guides is an area covered in the training.

**Scenario One:**

***A part time bookkeeper charging 12 – 15 hours per week:***

- 6 clients per month - **£9,588 pa** (6 clients x £17ph x 2 hrs pw x 47 wks)
- With training (2 day pm) – (6hr days x 2 pm X £40ph x 12) - **£5,760 pa** – Making a total **£15,348 per year**

- 9 clients per month - **£11,985 per year**
- With training (2 day pm) : **£17,745 per year**

### **Scenario Two:**

***A full time business owner charging 20 to 30 billable hours per week:***

- 10 clients per month - £19,975 pa ÷ 47 wks ÷ 17 =  
25 hrs

*e.g. Could be 5 clients x 5 hrs pw; or 10 clients x 2 ½ hrs pw –  
but the idea, is billing for 25 hours per week.*

- With training (1 day pm): **£22,855 pa**
- With training (2 days pm): **£25,735 pa**

### **Scenario Three:**

***A full time business owner charging 35 billable hours per week plus 3-5 casual staff:***

Income – 25 clients per month.

Potential Earnings **£63,000 pa** (not including ongoing costs  
– management service charge)

*e.g. £210 per client pm (12.3 hrs) total hrs: 12.3 x 25 = 307 ½  
hrs pm*

*35 x 4.2 = 147 billable hours pm for the business*

*owners [307.5-147=160.5] plus 160.5 hrs pm for casual*

*staff. 160.5 pm ÷ 4.2 = 38.2 hrs per week... over 3 staff*  
*– that's 3 staff doing 12.8 (2 days) per week*

- 35 clients per month

Potential Earnings **£94,500 pa** (not including ongoing costs  
– management service charge)

- 50 clients per month

Potential Earnings **£141,000 pa** (not including ongoing  
costs – management service charge)

Other assumptions:

- The working year is 47 weeks per year

The time, income and skills one has, will vary during the time.

## **Earnings Potential**

**Step 1:** Decide what is included in the franchise fee.

**Step 2:** Calculate what is not included – items and costs.

**Step 3:** Decide on what the ongoing costs are to 'run' the business.

**Step 4:** Develop '3' earnings scenarios for the franchisee (as above), so that they can decide what they want to aim for. In this example above, it's suggested that there are 3 ways to run a 'bookkeeping service business' – the first way is part

time, the second way is full time by yourself, and the third (more profitable way) is full time with staff, or at least 3 scenarios – best case, worst case, average case – to give the some idea of what is possible.

What you can then do, is put these cases onto a spreadsheet which you can then send to them, so that they can experiment with the numbers themselves.

Example – 5 year forecast (which basically takes all of the scenarios into account) – following on from the example above:

	Year 1	Year 2	Year 3	Year 4	Year 5
Bookkeeping sales & training	28,000	42,000	63,000	94,500	141,750
Credit Charges - late payers	12	18	27	41	61
Bank Interest Received	4	6	9	14	20
Software	520	780	1,170	1,755	2,633
	<b>28,536</b>	<b>42,804</b>	<b>64,206</b>	<b>96,309</b>	<b>144,464</b>

**Purchases**

Software for resale	390	585	878	1,316	1,974
Royalty – 8% ABC	2,240	3,360	5,040	7,560	9,923

**Assumptions:**

- The franchisee starts slowly – working in the business themselves, before taking on staff in year 2

- Interest and credit charges – low, due to low interest rate environment
- Sell 2 accounts software per annum at a 25% profit
- ABC takes an 8% royalty, which drops to 6% when the turnover is over £100,000
- Figures increase by 50% per year
- Year 1 was what the pilot achieved

<b>Expenses</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Gross wages	14,364	21,546	32,319	48,479	72,718
Office salaries	-	2,808	5,616	8,424	11,232
Rent	104	104	1,040	1,300	1,560
Telephone	1,080	1,080	1,080	1,080	1,080
Travel & Entertainment	600	600	600	600	600
Printing & Stationery	300	300	300	300	300
Professional Fees	500	500	500	500	500
Marketing	1,500	3,000	5,000	6,250	7,500
Bank Charges & Interest	120	120	120	120	120
Bad Debts	560	840	1,260	1,890	2,835
General Expenses	520	520	520	520	520
Training Costs	300	300	300	300	300
Insurance	225	338	506	759	1,139
Refreshments & Kitchen	520	520	520	520	520
Membership - professional bodies	190	190	190	190	190
		-	-	-	-
	<b>23,513</b>	<b>36,711</b>	<b>55,789</b>	<b>80,108</b>	<b>113,011</b>
<b>PROFIT / SALARY FOR FRANCHISEE</b>	<b>5,023</b>	<b>6,094</b>	<b>8,417</b>	<b>16,201</b>	<b>31,453</b>

Assumptions:

- Staff are paid at £9ph which included holiday pay
- Office salaries is 1 day per week at £9ph, starts in year 2, does 3 days in year 3, 18 hours pw in year 4 and 24 hours per week in year 5
- An allowance for Bad Debts is set at 2% of turnover

Note that with these example figures, IF the franchise fee was £9,475, then it would mean that the franchisee would (using the profit) take approx 2 years to recuperate their investment.

That's not to say that they wouldn't have 'earned' anything, because if they were working IN the business, invoicing clients for the work that they've done, in year 1 they would have drawn a salary of approx £14,000 and in year 2 it'd be around £21,000. IF the franchisee had loan of '£10,000' to start up to invest in this business, then this sales forecast shows that they would comfortably be able to afford the loan repayments from the profits.

Remember, out of the SALES TURNOVER, we (the franchisor) take a percentage for royalties. This is what we use to run the franchise operation.

The Franchisee need to pay the expenses for running their business (including paying themselves a salary), plus have some 'profit' left over.

When you present various sales forecast scenarios to the franchisee (in the meeting), its then up to them to decide whether or not they feel the investment is worth it. They're likely to compare it to what they're earning now, and also to compare it to what they might be able to do, should they 'go it alone' without a franchise.

Your offer must be attractive. It's not just the potential earnings capacity that a potential franchisee is considering, it's the help, the support, the training, the know-how, the reduced risk, the brand, the safety of the company umbrella. Joining your franchise should always add more value to them, then the price you charge. It has to be deemed 'worth it'.



## Appendix 3 – Franchise Contract

DATED THE **3RD** DAY OF **JULY 2016**

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Between:

**ABC LIMITED**

and

**PARTY 2**

AND

**[NAME OF INDIVIDUAL]**

**BOB JONES**

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**FRANCHISE AGREEMENT**

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**FRANCHISE SCHEDULE**

<b>Details of Franchisee</b>	[Name] of [registered address of company] or [sole trader's address] Bob Jones 18 St. Annes Street   Brighton BN5 58E
<b>Details of Individual</b>	[Name] of [residential address] Bob Jones 18 St. Annes Street   Brighton BN5 58E
<b>Initial Term of Franchise</b>	5 (five) years from Start Date: 3 <sup>rd</sup> July 2016
<b>Initial Fee</b>	£9,475 plus VAT in two equal instalments – first payment due on 4 <sup>th</sup> July 2016, the second payment due on 4 <sup>th</sup> October 2016.
<b>Management Fee</b>	6% on invoices the Franchisee Services themselves. Plus the Gross cost of bookkeeping staffs salaries (if any)
<b>Payment Schedule</b>	Invoices raised from 1 <sup>st</sup> – 31 <sup>st</sup> on Month 1, will be payable by the Franchisor to the Franchisee by the 5 <sup>th</sup> of Month 3. All Bookkeeping staff are paid directly, monthly by the 25 <sup>th</sup> .
<b>Territory</b>	Brighton

**THIS FRANCHISE AGREEMENT** is dated 4<sup>th</sup> July 2016

**BETWEEN:**

- (1) **ABC LTD** a company incorporated in England whose registered office is at **registered office address: 230 Anytime Avenue, London, EC1V 2YY** and (hereinafter referred to as “**the Franchisor**”);
- (2) [FULL FRANCHISEE NAME] incorporated and registered in [COUNTRY OF INCORPORATION] with Franchisee number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **Franchisee as set out in the details of the Franchise Schedule; and**
- (3) [NAME] of [ ADDRESS] **Individual as set out in the details of the Franchise Schedule.**

**BACKGROUND**

- (A) The Franchisor, as a result of practical business experience, has developed the Business, which is carried on under the Trade Name.
- (B) The Franchisor has built up a reputation and goodwill in the Trade Name, which is associated with high standards of service. The Franchisor is the exclusive owner of all rights in the Trade Marks.
- (C) The Franchisor has developed specialised Services to be used in the Business.
- (D) The Franchisor is the owner of Intellectual Property rights in the System.
- (E) The Franchisor has the Trade Marks which are associated with Services.
- (F) The Franchisee wishes to acquire from the Franchisor the right and franchise to operate the Business in accordance with the terms of this agreement.

*1 Interpretation*

**AGREED TERMS**

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Business:** the business of providing bookkeeping and associated services to the small to medium-sized business sectors, carried on using the System.

**Client:** a person who engages the Franchisee to provide Services under a Client Agreement.

**Client Agreement:** the agreement entered into between a client and the Franchisee engaging the Franchisee to provide the Services to the client on such terms which shall be substantially in the form as set out in the Manual.

**Confidential Information:** any information which is disclosed to the Franchisee by the Franchisor pursuant to, or in connection with, this agreement (whether orally or in writing and whether or not such information is expressly stated to be confidential), or which otherwise comes into the hands of the Franchisee in relation to the Business, the Franchisee's Business, the System, the Services other than information which is already in the public domain (otherwise than as a result of a breach of any obligation of confidentiality).

**Disclosed:** fully, accurately, clearly and fairly disclosed (with sufficient details to identify the nature and scope of the matter disclosed) that may affect or relate to a warranty under Clause 5 of this agreement including any information provided to the Franchisee prior to or at the time of signing of this agreement.

**Existing Client:** a person who is a client of the Franchisee prior to the date of this agreement and who has consented to the Franchisee continuing to provide the Services under this agreement within three(3) months of the date of this agreement.

**Expert:** a person appointed in accordance with clause 34.

**Financial Package:** the finance and accounting software package to assist the Franchisee in its bookkeeping and record keeping requirements which may be updated or changed from time to time in the sole and absolute discretion of the Franchisor's as it deems necessary for the Business subject to Clause 4.3 below;

**Franchisee's Business:** the Business as carried on by the Franchisee under this agreement within the Territory.

**Franchise Schedule:** the schedule providing the specific details of the agreement between the parties as set out in the schedule entitled "Franchise Schedule" which maybe varied, amended or modified from time to time by the parties in accordance with the terms of this agreement.

**Gross Monthly Sales:** the gross turnover of the Franchisee's Business in respect of the Services supplied by the Franchisee in each month of the Term starting on the Start Date, excluding all value added tax and without deducting any sales rebates or discounts and determined in accordance with clause 0.

**Initial Fee:** the sum of £[franchise fee] plus VAT payable in accordance with clause 4.set out in the Franchise Schedule.

**Initial Term:** the term referred to in clause 3.1 the Franchise Schedule.

**Intellectual Property:** patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in

goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may, now or in the future, subsist in any part of the world relating to the Services, Business and the System, owned by the Franchisor and acquired by the Franchisor from time to time.

**Management Fee:** [ %] of the Gross Monthly Sales payable by the Franchisee to the Franchisor in accordance with clause 4.4 or £[amount], whichever is the higher. the fee payable as set out in the Franchise Schedule.

**Manual:** the manual setting out the operations and procedures for running the Business compiled by the Franchisor, as updated from time to time by the Franchisor which may be made available in CD format, hard copy or provided by online access.

**Products:** the Financial Package and all other items that are referred to in the Manual.

**Renewed Term:** any term of this agreement following a renewal under the provisions of clause 0.

**Restricted Business:** any business of the Franchisor or any other franchisee of the Franchisor that is similar to the Franchisee's Business.

**Restricted Customer:** any firm, company or person who, during the 12 (twelve) months prior to the date of termination of this agreement, was a customer of the Franchisee.

**Services:** the specialised services developed by the Franchisor to be used in, or supplied by, the Franchisee's Business as described in the Manual.

**Start Date:** the date following the completion of the training referred to in Clause 10 or such earlier date as the parties may agree.

**Stationery:** all letterheads, invoices, order forms and other documents approved by the Franchisor from time to time to be used by the Franchisee for the purpose of the Franchisee's Business including any flyers and promotional material bearing the Trade Marks.

**System:** the distinctive business format and method developed and implemented by the Franchisor in connection with the Business using the Intellectual Property, Confidential Information, operational procedures, methods, management, marketing and advertising techniques part of which are contained in the Manual.

**Term:** the Initial Term of this agreement and any Renewed Term under clause **Error! Reference source not found..**

**Territory:** the United Kingdom area that the Franchisor has agreed to grant a franchise to the Franchisee as set out in the Franchise Schedule.

**Trade Marks:** the trade marks and service marks set out in {xxx} and any other trade marks registered by the Franchisor in relation to the Business from time to time during the Term.

**Trade Name:** the name “ABC”, under which the Business is carried on.

**Training Fee:** the fee payable for the initial training required under Clause 10 of £[amount] plus VAT any additional ongoing training that the Franchisee may require as set out in Clause 4.2.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's legal and personal representatives, successors and permitted assigns].

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns.

1.8 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; provided that, between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to **writing** or **written** includes faxes and e-mail except where provided to the contrary.

1.11 Documents in **agreed form** are documents in the form agreed by the parties and initialled by or on behalf of them for identification.

1.12 A reference to a document is a reference to that document as varied or notated (in each case, other than in breach of the provisions of this agreement) at any time.

1.13 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.

1.14 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

1.15 Any obligation in this agreement not to do something includes an undertaking not to permit that thing to be done.

## *2 Rights granted*

In consideration of the payments agreed to be made in clause **Error! Reference source not found.**, the Franchisor grants the Franchisee a non-exclusive licence to:

(a) operate the Franchisee's Business; and

(b) use the Intellectual Property in respect of the Franchisee's Business;

in accordance with the System, within the Territory, during the Term and in accordance with the provisions of this agreement.

## *3 Term*

3.1 The Initial Term of the agreement is [five (5)] years from the Start Date (is [five (5)] years from the Start Date (may be subject to earlier termination in accordance with clause 18)).

3.2 The Franchisee may, by notice in writing to the Franchisor, give not less than six months before and not more than eight months before the end of the Initial Term or any Renewed Term, request the term of this agreement to be renewed for a period of five (5) years after the end of the Initial Term or any Renewed Term. If the Franchisor intends to renew this Agreement, the Franchisor shall, by notice in writing to the Franchisee, give not less than four months before the end of the Initial Term or any Renewed Term, accepting a renewal of the term of this agreement, if:

(a) at the end of the Initial Term, there are no outstanding material breaches by the Franchisee or the Individual of this agreement and there are no grounds on which the Franchisor has a right to terminate this agreement under clause 18; and

(b) the Franchisee and Individual have at all times performed their obligations under this agreement to the reasonable satisfaction of the Franchisor and the Franchisee's Business meets the Franchisor's requirements as set out in the Franchisor's then current form of franchise agreement and Manual.



3.3 Any renewal under this clause 3 shall be effected either by confirmation in writing signed by or on behalf of the parties or, if required by the Franchisor, by the parties entering into a new agreement, which shall be in the Franchisor's then current form of franchise agreement, provided that, on such renewal:

(a) the Franchisee may be liable to pay the Initial Fee (or the equivalent of it under the new agreement);

(b) the Franchisor will not be under any obligation to perform the obligations under clause 5 or any equivalent obligations under the new agreement; and

(c) the provisions of clause 3.2 and clause 3.3, or any equivalent provisions under the new agreement, shall apply in the Renewed Term.

3.4 Unless the parties agree otherwise in writing, any renewal under this clause 3 shall be without prejudice to any rights or obligations of the parties outstanding at the end of the Initial Term.

3.5 Unless it is terminated earlier under clause 0, this agreement shall terminate at the end of the Term.

3.6 If the Franchisee continues to carry on the Franchisee's Business after the end of the Term, but without having agreed a Renewed Term with the Franchisor, then it will be deemed to do so on the terms and conditions of this agreement (or any agreement entered into by the parties under clause 0), save that the Franchisor will be entitled to terminate this agreement on giving to the other three (3) months' written notice of termination.

### *4 Fees*

4.1 On the date of this agreement, the Franchisee shall pay the Initial Fee. The Initial Fee shall cover all the Franchisor's obligations under clause 6 which shall include:

(a) the Financial Package subject to Clause 4.3 below;

(b) initial Stationery agreed to be provided as part of the Initial Fee;

(c) a customer relationship manager software package free for one year from the date of this Agreement and monthly charges shall apply following the first anniversary of this Agreement and a customer relationship manager software package free for one year from the date of this Agreement and monthly charges shall apply following the first anniversary of this Agreement any initial training courses that the Franchisee shall be required to undertake; and

(d) a contacts page on the nationally recognised website of the Franchisor's, when available.

The 4.2 f the Franchisee requires any ongoing training or additional training, the Franchisee shall pay to the Franchisor the Training Fee at least 30 (thirty) days prior to the date of training. The Training Fee shall be at the prevailing prices at the date of training.

4.3 The Franchisor may, in its sole and absolute discretion, charge for any upgrades or changes to the Financial Package provided and/or require renewal fees to be paid by the Franchisee on an annual basis for the Financial Package provided. The Franchisor further reserves the right to change the Financial

Package either in part or in whole where it considers it necessary for the effective management of the Franchisee's Business.

4.4 The Franchisee shall pay the Management Fee monthly in arrears, with effect from the Start Date. The Management Fee shall be paid on the 28th of each month.

Unless the Franchisor otherwise notifies the Franchisee in writing, the Franchisee shall make all payments by BACS to the designated account as the Franchisor shall specify from time to time.

All fees due under this agreement are exclusive of VAT, which shall, where applicable, be paid by the Franchisee at the prevailing rate on the due date for payment or receipt of the relevant invoice from the Franchisor (as may be). The Franchisee shall submit details of all new clients to the Franchisor within 7(seven) days of the Clients signing the Client Agreement.

4.5 The Franchisee shall submit a statement of the total time that the Franchisee has incurred under each Client Agreement on the 15th and 30th of each month.

4.6 Subject to Clause 4.5, the Franchisor shall invoice and collect all monies due from the Clients under the respective Client Agreement for and on behalf of the Franchisee on a monthly basis.

4.7 Upon successful collection of the monies due under Clause 4.6 above, the Franchisor shall be entitled to deduct the Management Fee due to the Franchisor prior to any remittance of the balance of monies received to the Franchisee subject to Clause 4.10 below.

4.8 In the event that the Franchisor is unable to collect the monies due from any Client, the Franchisor shall be entitled to a reimbursement of any fees and expenses that it incurs in taking such action as is necessary to recover the fees from the Client. Such reimbursement shall be a deduction from any monies collected by the Franchisor.

4.9

Subject to Clause 4.8 below, the Gross Monthly Sales shall be determined as follows:

(a) within seven (7) days of the end of each month, the Franchisee shall prepare, and deliver to the Franchisor, a statement of the Gross Monthly Sales for the month;

(b) within seven (7) days after the Franchisee has delivered the statement of Gross Monthly Sales, the Franchisor shall either confirm in writing that it agrees with the statement or give notice that it does not;

(c) if the Franchisor does not agree with the statement, the parties shall endeavour to resolve all matters in dispute as soon as practicable. If they fail to do so within 14 days of the notice, either party may refer the dispute for resolution to an Expert appointed under clause 34; and

(d) any payment, additional payment or refund to be made as a result of any decision of the Expert shall be made within 14 days of receipt by the parties of the decision of the Expert.

4.10 [For the initial two year period starting from the date of this Agreement ("the Initial Period"),Notwithstanding Clause 4.8 above, the Franchisor agrees that the Gross Monthly Sales will be calculated from sales to new clients or sales of new services to existing Existing clients Clients of the Franchisee as of the date

of this Agreement. For the avoidance of doubt, Gross Monthly Sales for the Initial Period Term shall not include any services provided to existing Existing clients Clients of the Franchisee prior to the date of this Agreement which continue to be provided by the Franchisee during that Initial Period.]

4.11 Each party shall bear its own legal costs and any other professional fees relating to this Agreement.

### *5 Representations and warranties*

5.1 Each party warrants to the other parties that, in entering into this agreement and the documents, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this agreement or those documents.

5.2 The Franchisee and the Individual shall be deemed to have knowledge of the information which is Disclosed or otherwise provided to it and/or its agents and/or advisers and shall be deemed to have knowledge (actual, constructive or imputed) of all matters relating to this franchise and agreement, or which could have been discovered (whether by investigation made by the Franchisee and the Individual or made on its behalf), and shall not be entitled to make any claim there under based on such information.

5.3 The Franchisee and the Individual agrees that any information Disclosed or supplied by the Franchisor or any of the franchisees of the Franchisor or by or on behalf of any of the employees, directors, agents or officers of the Franchisor and any of its existing franchisees (Officers) to the Franchisee, the Individual or their advisers in connection with the Warranties, shall not constitute a warranty, representation or guarantee as to the accuracy of such information in favour of the Franchisee.

5.4 The Franchisor is not liable for any claim to the extent that the claim :

- (a) relates to matters Disclosed; or
- (b) relates to any matter specifically and fully provided for in the accounts by the Franchisor or any of the Officers.

### *6 Franchisor's initial obligations*

The Franchisor shall within a reasonable period provide:

- (a) general advice on how to set up the Franchisee's Business;
- (b) training to the Franchisee in the operation of the System as set out in Clause 10 below;
- (c) a copy, on loan, of the Manual; and
- (d) the Financial Package on the terms of the licence set out in the Manual.

### *7 Franchisor's continuing obligations*

The Franchisor shall at all times during the Term either itself or through a supplier authorised by the Franchisor:

- (a) provide the Franchisee with such know-how, advice and guidance relating to the Business as it thinks fit;

- (b) provide email support backed by a telephone helpline during normal business hours in connection with any problems in the System and “normal business hours” shall mean 9.30am to 5pm on a business day which shall exclude public holidays, Saturdays and Sundays;
- (c) update the Manual and System from time to time and inform the Franchisee of all such updates;
- (d) supply the Products and Stationery to the Franchisee subject to availability, on the Franchisor's standard terms and conditions applicable at the date of placing the order and assist the Franchisee in obtaining the Products and Stationery from third parties on the best available terms.

### *8 Franchisee's obligations*

The Franchisee shall start trading on the Start Date or such other date as the parties shall agree and, at all times during the Term, in relation to the Franchisee's Business shall:

- (a) operate the Franchisee's Business in accordance with the Manual and highest standards and not do anything that could bring the Business into disrepute or damage the reputation of the Business;
- (b) obtain the necessary certification from the Institute of Certified Bookkeepers or an equivalent qualification which is of a standard acceptable to the Franchisor within a reasonable period or as soon as it is practicable and shall maintain this certification at all times on a regular basis;
- (c) use its best endeavours to promote and extend the Business;
- (d) provide all services on the basis that time is of the essence;
- (e) devote the whole of its time and attention to the Franchisee Business except where the Franchisor has given prior written consent to operate another non-competing business;
- (f) obtain, maintain and comply with all necessary licences and consents and comply with all relevant legislation in relation to the Intellectual Property and the Franchisee's Business;
- (g) obtain and maintain such business and professional indemnity insurance shall be required to operate the Franchisee Business as required under Clause 13 below, a copy of which shall be provided to the Franchisor annually ;
- (h) use its best endeavours to protect and promote the goodwill in the Business;
- (i) only use Stationery and Products which are supplied by the Franchisor or a (j) supplier that has been approved in writing by the Franchisor;
- (j) supply services to end users only on the standard terms and conditions of sale set out in the Manual and not on any other terms and conditions;
- (k) comply with ordering, invoicing and accounting procedures as required by the Franchisor and set out in the Manual;
- (l) not offer credit except in the ordinary course of business to customers without the prior written consent of the Franchisor;
- (m) pay all third party suppliers promptly in accordance with the terms of supply agreed with them and not enter into any arrangement or agreement to factor, charge or otherwise deal with the debts of the Franchisee's Business without the prior written consent of the Franchisor;
- (n) not licence any other person to operate the Business under the Trade Name;

- (o) without delay, inform the Franchisor of any improvement or modification to the Business or System or business opportunity which comes to its attention;
- (p) promptly give the Franchisor any information that the Franchisee may obtain in relation to potential sales or any matter that could affect sales favourably or unfavourably for the Franchisor and/or any of its franchisees;;
- (q) supply the Franchisor with such information relating to the Franchisee's Business in such form and at such times as the Franchisor may from time to time require;
- (r) introduce any improvements or modifications into the Franchisee's Business when requested by the Franchisor;
- (s) at the request of the Franchisor, provide potential franchisees with information as reasonably requested;
- (t) attach any notices that the Franchisor requires to Stationery;
- (u) comply with the Business Names Act 1986, the Companies Act 1986 and the Companies Act 2006 (and all legislation replacing them), and give such notices in such places as the Franchisor may require to the effect that the Franchisee is operating the Franchisee's Business under licence from the Franchisor.

### *9 Employees*

In relation to the Franchisee's employees who are engaged in the Franchisee's Business, the Franchisee shall, at all times during the Term employ sufficient number and quality of employees to fulfil its obligations under this agreement.

### *10 Training*

10.1 The Franchisor shall:

- (a) provide an initial training programme for the Individual and the Franchisee shall procure that the Individual shall train any employees it may have to work in the Franchisee's Business; and
- (b) provide further training programmes for the Individual and such number of the Franchisee's employees at such cost as the Franchisor shall determine when the Franchisee may reasonably require. Such training shall take place at such time and place as the Franchisor shall specify.

10.2 The Franchisee shall:

- (a) not start the Franchisee's Business until the Individual referred to in clause 0 have, in the reasonable opinion of the Franchisor, successfully completed the initial training ;
- (b) not allow any employee to work in the Franchisee's Business until they have, in the reasonable opinion of the Franchisor, successfully completed training;
- (c) if any employee does not successfully complete training, ensure that such training is repeated until it has been successfully completed;
- (d) ensure that all employees attend such further training as the Franchisor may reasonably require. Such training shall be charged for by the Franchisor at such cost and shall take place at such time and place as the Franchisor shall specify.

### *11 Accounting records*

The Franchisee and/or its appointed accountant shall:

- (a) maintain records of all sales and Gross Monthly Sales and submit to the Franchisor a statement of them on the 7th 15th and 30th day of each month. Such records and statement shall be in the form approved by the Franchisor;
- (b) deliver to the Franchisor a copy of the full annual accounts of the Franchisee which shall include, without limitation, the profit and loss statements and balance sheets of the Franchisee Business, within six months of the relevant accounting year end;
- (c) deliver a letter of confidence in a format to be provided by the Franchisor which has to be issued and signed by the Franchisee's appointed accountant;
- (d) retain its accounting and financial records for at least six years after the end of any accounting year to which those records relate;
- (e) allow representatives of the Franchisor to enter the Premises and investigate the Franchisee's records and take copies of the Franchisee's accounts and records on reasonable notice, during usual business hours during the Terms and for a period of six years after the termination of this agreement; and
- (f) supply to the Franchisor copies of all VAT returns (if any) and any other financial and fiscal information which the Franchisor may reasonably request.

### *12 Advertising*

12.1 The Franchisor shall:

- (a) promote the Trade Name and Business in the UK in such manner and at such times as it shall in its absolute discretion think fit; and
- (b) provide the Franchisee with such promotional literature as it, in its absolute discretion, thinks fit from time to time.

12.2 The Franchisor shall promote and advertise the Franchisee's Business in the Territory in accordance with the Manual and the Franchisor's instructions using any materials supplied by the Franchisor and co-operate with the Franchisor in relation to any special promotion or advertising campaign as the Franchisor may require.

### *13 Insurance*

13.1 The Franchisee shall take out and maintain an all-risk insurance policy with a reputable insurance company (or companies) with such amount of cover as the Franchisor may, in its absolute discretion, require from time to time. Such policy (or policies) shall include:

- (a) liability for employees and third parties;
- (b) public liability;
- (c) professional indemnity cover;
- (d) loss of profits and interruption of the Franchisee's Business; and
- (e) any other cover which the Franchisor may, in its absolute discretion, specify.

13.2 The Franchisee shall not breach, or allow any breach of, such policies.

13.3 The Franchisee shall provide the Franchisor with copies of all such policies and renewals.

13.4 The Franchisee shall promptly pay all premiums for such policies and immediately provide the Franchisor with evidence of payment of premiums.

13.5 If the Franchisee fails to take out and maintain such policies, the Franchisor may do so and the Franchisee shall reimburse the Franchisor for all costs and expenses incurred in doing so.

#### *14 Intellectual property*

14.1 The Franchisor warrants that it is not aware of any reason why it might not be entitled to license the Intellectual Property and why the use of the Intellectual Property by the Franchisee in accordance with the terms of this agreement would constitute an infringement of any third party's intellectual property.

14.2 The Franchisee shall be granted a non-exclusive licence to use the Trade Marks and Trade Names of the Franchisors and shall, at all times, comply with any conditions on that licence that may be imposed by the Franchisor from time to time.

14.3 The Franchisee acknowledges that:

(a) it does not have any right, title or interest in the Intellectual Property or any updates or improvements to it, save as specifically set out in this agreement, the Manual and any licences granted with respect to the Trade Marks and Trade Names; and

(b) any goodwill (and any other rights) in the Trade Marks which result from the use by the Franchisee of the Trade Marks shall vest in the Franchisor.

14.4 If the Franchisee learns of any threatened or actual infringement of the Intellectual Property, or of any circumstance which suggests that the use of the Intellectual Property may infringe the intellectual property of a third party, it shall immediately inform the Franchisor, giving all such details as the Franchisor requests.

14.5 The Franchisor shall have conduct of any proceedings relating to the Intellectual Property and may take whatever action it, in its sole discretion, decides in respect of any infringement or alleged infringement of it, or arising from its use. Any rights that the Franchisee has under section 30 of the Trade Marks Act 1994 are excluded. The Franchisee shall co-operate with the Franchisor in taking such action and the Franchisor shall meet any reasonable expenses of the Franchisee in doing so.

14.6 The Franchisee shall:

(a) not apply for registration of any of the Intellectual Property (or any intellectual property that is confusingly similar to the Intellectual Property) in its own name, in any part of the world;

(b) comply with the Manual and all requests by the Franchisor as to the use of the Intellectual Property and the © and ® symbols in relation to the Intellectual Property;

(c) give assistance to enable the Franchisor to register its Trade Marks;

(d) not license (or purport to license) any other person to use any of the Intellectual Property;

- (e) not use the Intellectual Property other than as specifically permitted by this agreement (once it comes into effect) and the Manual;
- (f) not use any intellectual property that is confusingly similar to the Intellectual Property;
- (g) not do anything that may adversely affect the Intellectual Property or the Franchisor's right or title to it; and
- (h) immediately stop using any advertising or promotional material or packaging on receipt of a request by the Franchisor to do so.

### *15 Sale of business*

15.1 The Franchisee shall not sell, transfer or otherwise dispose of part or all of the Franchisee's Business to a third party purchaser (or purchasers), unless it has first served notice on the Franchisor of its intention and offered to sell the Franchisee's Business to the Franchisor for the same amount and on the same terms as any bona fide offer from such third parties.

15.2 Where the Franchisee has a bona fide offer from a third party purchaser (or purchasers), it shall submit to the Franchisor copies of all proposed purchaser's written offer[s], together with such additional information as to the offer and the proposed purchaser[s] as the Franchisor may, in its absolute discretion, require.

15.3 The Individual shall not and shall procure that his other partners who are shareholders in the Franchisee shall not, at any time during the Term, sell, transfer or otherwise dispose of any shares in the Franchisee, and shall procure that the Franchisee shall not issue any new shares other than to the existing shareholders in proportion to their existing share holdings, unless:

- (a) the Individual has first served notice on the Franchisor of its intention and offered to sell all of his shares to the Franchisor, and procures that the members of his family who are shareholders in the Franchisee offer all of their shares in the Franchisee; or
- (b) the Franchisee has first served notice on the Franchisor of its intention and first offered all such new shares to the Franchisor, for the same amount and on the same terms as any bona fide offer from a third party purchaser (or purchasers).

15.4 If the Franchisor gives notice of acceptance of the offer referred to in clause 15.3 within 28 days of receipt of the notice of offer, the Individual or the Franchisee (as may be) shall sell, and the Franchisor shall buy, such shares on such terms and the sale and purchase shall be completed within twenty-eight (28) days of the receipt of the acceptance of the offer, or, if later, immediately following ascertainment of the purchase price in accordance with clause 15.2 or such later date as those parties shall agree.

15.5 If the Franchisor does not give notice of acceptance of an offer to buy the Franchisee's Business or the shares within 28 days of receipt of the notice of offer, the offer shall expire and the Franchisee or the Individual (as may be) shall be free, within three (3) months of such expiry, to sell, transfer, issue or otherwise dispose of part or all of the Franchisee's Business or shares in the Franchisee to any single third party, subject to the prior written consent of the



Franchisor (such consent not to be unreasonable withheld, conditioned or delayed) if the following conditions have been complied with:

- (a) the Franchisee and the Individual have both substantially complied with all the terms and conditions of this agreement;
- (b) there are no subsisting [material breaches of this agreement;
- (c) the prospective franchisee which, in the case of a limited Franchisee, includes its shareholders and directors meets the Franchisor's current minimum standards with respect to prior business experience, financial standing and recruitment criteria;
- (d) the Franchisee agrees to pay the Franchisor's reasonable costs of investigation, whether or not the sale goes ahead;
- (e) all monies due to the Franchisor have been paid;
- (f) the proposed Franchisee has entered into a new franchise agreement with the Franchisor on its then current terms and conditions for a period of not less than the outstanding Term of this agreement, save that the proposed Franchisee shall not be obliged to pay a sum that is equivalent to the Initial Fee but shall reserve the right to charge the Training Fee if the Franchisor considers it necessary and the Franchisor shall not be required to perform any obligations that are equivalent to those set out in clause 5, for which the Franchisor will be paid at its then current rates by the Franchisee.

15.6 If the Franchisor consents to the sale of such shares or the Franchisee's Business in accordance with clause 0, the Franchisor is appointed by the Franchisee and the Individual, and may act for them as non-exclusive agent for the sale of the Franchisee's Business or shares in the Franchisee respectively and the Franchisee or the Individual (as may be) shall procure that the proposed purchaser pays the full purchase price to the Franchisor or its solicitors, as agent for the Franchisee (or Individual, as may be). The Franchisor may deduct from it any sums which are payable, or may become payable, by the Franchisee or the proposed Franchisee to the Franchisor and a [10% (ten per cent)] fee and its expenses for this service and shall instruct its solicitors accordingly. The balance shall be remitted to the Franchisee (or Individual, as the case may be) within fourteen (14) days of such receipt.

### *16 Death or incapacity of individual*

16.1 If the Individual dies during the Term, his personal representatives shall, within three months of his death, inform the Franchisor of his death, and offer to sell the Individual's shares in the Franchisee to the Franchisor. In such circumstances, the terms of clause 0, clause 15.4, clause 15.415.5 and clause 15.515.6 shall apply as if references in them to the "Individual" were to the Individual's personal representatives and "the third party purchaser" were the Franchisor or such third party as the Franchisor may elect to sell the franchise to and the "Franchisee" shall mean either the beneficiary or beneficiaries of the shares in the Individual's will, or under the rules on intestacy, or, if such beneficiaries do not want to become the registered holder of such shares, any other third party specified in the notice by the personal representatives.

16.2 In the event of the death of the Individual or if the Individual is, in the reasonable opinion of the Franchisor, unable to a material degree to operate the Franchisee's Business to the standard required by the Manual, the Franchisor may appoint a manager of the Franchisee's Business who shall have full powers to operate the Franchisee's Business and to take all steps to ensure that the Franchisee complies with the terms of this agreement at the expense of the Franchisee until such time that the Franchisor is able to sell the franchise and/or Clause 16.1 shall be deemed to apply.

### *17 Confidentiality*

17.1 The Franchisee and the Individual undertake that they shall not at any time during and following the termination of this agreement, copy, use or disclose to any person any Confidential Information, except as permitted by this agreement.

17.2 The Franchisee and Individual may disclose Confidential Information:

- (a) to the employees, officers, representatives or advisers of the Franchisee who need to know such information for the purposes of carrying out its obligations under this agreement. The Franchisee and Individual shall ensure that the employees, officers, representatives or advisers of the Franchisee to whom the Confidential Information is disclosed comply with this clause 17; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

17.3 No party shall use the Confidential Information for any purpose other than to perform its obligations under this agreement.

### *18 Termination*

18.1 The Franchisor may terminate this agreement with immediate effect (or following such notice period as it sees fit) without prejudice to any of its rights or remedies, by giving written notice to the Franchisee and the Individual if:

- (a) the Franchisee or Individual fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
- (b) the Franchisee or Individual commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
- (c) the Individual or the Franchisee's employees fail to successfully complete the initial training referred to in clause 10; or
- (d) the Franchisee does not start trading by the Start Date; or
- (e) the Franchisee or Individual repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its or his conduct is inconsistent with having the intention or ability to give effect to the terms of this agreement; or
- (f) the Franchisee or Individual gives to the Franchisor any false or misleading information, or makes any misrepresentation in connection with obtaining this agreement or during the Term, in connection with the Franchisee's Business; or

- (g) persistent, valid complaints continue to be made to the Franchisor about the quality of the service provided by the Franchisee and the Franchisee, having received notice of such complaints, fails to improve such service to the reasonable satisfaction of the Franchisor; or
- (h) the Franchisee or the Individual, in the reasonable opinion of the Franchisor, does, or permits to be done, any act which might jeopardise or invalidate the registration of the Trade Marks or does any act which might assist, or give rise to, an application to remove the Trade Marks, or which might prejudice the right or title of the Franchisor to the Trade Marks; or
- (i) the Franchisee or the Individual purports to assign any of the rights or licences granted under this agreement; or
- (j) the Franchisee fails to obtain any written approval or consent of the Franchisor as expressly required by this agreement; or
- (k) the Franchisee or Individual suspends, or threatens to suspend, payment of its debts or is, or is deemed to be, insolvent (in the case of the Franchisee), bankrupt (in that case of the Individual), unable to pay its or their debts as they fall due for payment, or admits inability to pay its or their debts OR deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (in the case of the Franchisee); or
- (l) the Franchisee or Individual commences negotiations with all or any class of its or their creditors with a view to rescheduling any of its or their debts, or enters into any composition or arrangement with its or their creditors generally; or
- (m) an order is made, a resolution is passed, or a notice is issued convening a meeting for the purpose of passing a resolution, or any analogous proceedings are taken, for the winding-up, administration or dissolution of the Franchisee; or
- (n) the Individual is the subject of a bankruptcy petition or order; or
- (o) any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over, or in respect of, the Franchisee or Individual or any part of its or their business or assets; or
- (p) a creditor or encumbrancer of the Franchisee or the Individual attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its or their assets and such attachment or process is not discharged within 14 days; or
- (q) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 0 to clause 0 (inclusive); or
- (r) the Franchisee suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of the Franchisee's Business; or
- (s) subject to clause 16, the Individual dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or the court has made an order or appointed a deputy under section 16 of the Mental Capacity Act 2006 in respect of the Individual; or
- (t) there is a change of control of the Franchisee; or
- (u) the Individual is convicted of a serious criminal offence.

18.2 The parties acknowledge and agree that any breach of clause 2, clause 8, clause 14, clause 15, clause 17 shall constitute a material breach for the purposes of this clause.

### *19 Consequences of termination*

19.1 Any termination or expiry of this agreement shall not affect any rights or liabilities that have accrued prior to such termination.

19.2 On termination or expiry of this agreement for any reason, the Franchisee and the Individual shall:

(a) immediately pay the Franchisor the full amount of all sums due from the Franchisee to the Franchisor together with any interest payable in accordance with clause 30;

(b) cease to operate the Franchisee's Business and System and to trade under any of the Trade Marks, and not hold the Franchisee out as a franchisee of the Franchisor or do anything that may indicate any relationship between them and the Franchisor;

(c) immediately stop using the Intellectual Property, including the Trade Marks; pass all enquiries, and full details of potential customers, to the Franchisor;

(e) give all customer lists and full details of contracts with customers to the Franchisor;

(f) cease to use the Financial Package and other software supplied to the Franchisee by the Franchisor, and return (without copying) all elements of it, including all software, hardware and documentation relating to it;

(g) return all copies of the Manual, Stationery, and other Products or materials bearing the Trade Marks;

(h) pay all debts owing to creditors of the Franchisee's Business;

(i) cease to use the telephone numbers and not make or receive any telephone calls, faxes or e-mails in connection with the Business, and take all steps that the Franchisor requires to transfer all listings of the telephone numbers in any directory to the Franchisor or as it may direct; and

(j) assign to the Franchisor all domain name registrations and rights in web site content owned or used by the Franchisee in the Franchisee's Business.

19.3 If the Franchisee fails to fulfil its obligations under this clause 19 within a reasonable time, the Franchisor may, at the expense of the Franchisee, immediately and without notice, enter onto the Franchisee's premises and take such steps as it thinks fit to fulfil any outstanding obligations.

### *20 Restrictions*

20.1 In order to protect the Confidential Information, trade secrets and business connections of the Franchisor and the Franchisor's other franchisees, the Franchisee and the Individual covenant with the Franchisor that they shall not:

(a) during the Term or for twelve (12) months after termination or expiry of this agreement, solicit or endeavour to entice away from the Franchisor or any other franchisee of the Franchisor the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business; or

(b) during the Term or for twelve (12) months after termination or expiry of this agreement, in the course of any business concern which is in competition with or similar to the Business or any other franchisee of the Franchisor or any Restricted Business, offer to employ or engage, or otherwise endeavour to entice away, any employee of the Franchisor or any other franchisee of the Franchisor or who could materially damage the interests of the Franchisor or any other franchisee of the Franchisor, and with whom the Franchisee or the Individual dealt in the twelve (12) months prior to termination of this agreement; or

(c) during the Term, or for twelve (12) months after termination or expiry of this agreement, be involved as agent, consultant, director, employee, owner, partner or shareholder with any business concern which is (or intends to be) in competition with any Restricted Business in the Territory; or

(d) during the Term, or for twelve (12) months after termination of this agreement, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Restricted Business; or

(e) at any time after termination of this agreement, represent himself as connected, in any way, with the Franchisor.

20.2 None of the restrictions in clause 20.1 shall prevent the Franchisee or Individual from:

(a) being engaged or concerned in any business concern insofar as their duties or work relate solely to geographical areas where the business concern is not in competition with any Restricted Business; or

(b) being engaged or concerned in any business concern, provided that their duties or work relate solely to services or activities of a kind with which they were not concerned to a material extent in the twelve (12) months prior to termination of this agreement.

20.3 The restrictions imposed on the Franchisee and the Individual by this clause 20 shall apply to them acting:

(a) directly or indirectly; and

(b) on their own behalf or on behalf of, or in conjunction with, any firm, Franchisor or person.

20.4 Each of the restrictions in this clause 20 is intended to be separate and severable. If any of the restrictions are held to be void, but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

### *21 Individual's guarantee and covenants*

21.1 In consideration of the Franchisor entering into this agreement with the Franchisee, the Individual, as primary obligor, irrevocably and unconditionally as separate and independent obligations:

(a) guarantees the full, prompt and complete performance by the Franchisee of each of its obligations under this agreement e;

(b) guarantees the punctual payment of all sums payable by the Franchisee under this agreement or in consequence of any breach of the provisions of this agreement;

(c) undertakes, immediately on demand, to perform or procure the performance of all the Franchisee's obligations referred to in clause 21.1(a) and clause 21.1(b); and

(d) undertakes to pay to the Franchisor, immediately on demand and unconditionally, such sum to make good all losses, damage, costs and expenses arising out of the Franchisee's failure to perform such obligations, or pay such sums on the due date, or the Individual's failure to comply with the provisions of clause 21.1(a), clause 21.1(b) and clause 21.1(c).

21.2 Before making a demand under clause 21.1, it shall not be necessary for the Franchisor to have made a demand on, taken out proceedings against, or taken any action to enforce any security against the Franchisee or any other person.

21.3 The Individual's liability under this clause 21 shall not be reduced, discharged or adversely affected in any way, by:

(a) any unenforceability, invalidity, irregularity, frustration or discharge by operation of law of any of the Franchisee's obligations under this agreement; or

(b) any legal limitation, disability, incapacity or other circumstances relating to the Franchisee or any other person; or

(c) the Franchisor compromising, varying, extending, dealing with, renewing, releasing, refusing or neglecting to perfect or enforce any right, remedy or security against the Franchisee or any other person in respect of this agreement or any other document or security; or

(d) anything which, but for this provision, might discharge, reduce or extinguish any of the Individual's liabilities under this clause 21.1

21.4 The Individual's guarantee is a continuing guarantee and shall continue in effect until the Franchisee has paid and performed all sums and all obligations under this agreement.

21.5 The Individual shall not, until all of the Franchisee's obligations under this agreement have been finally performed and paid in full, exercise any right:

(a) of subrogation and indemnity; or

(b) to take the benefit of, share in or enforce any security or other guarantee or indemnity for any of the Franchisee's obligations; or

(c) to prove in the liquidation of the Franchisee, other than in accordance with the Franchisor's instructions.

21.6 If the Individual exercises any of the rights referred to in clause 0, he shall:

(a) hold any amounts recovered on trust for the Franchisor; and

(b) pay them to the Franchisor on demand.

21.7 During the Term, the Individual shall:

(a) procure that the Franchisee performs all its obligations under this agreement;

(b) devote his full time attention and effort to the Franchisee's Business;

(c) be a director of the Franchisee; and

(d) hold, in his own name, more than 50% of the issued voting capital of the Franchisee. During the Term of this agreement, the Individual may not divest his shareholding resulting in a loss of majority control without the prior written consent of the Franchisor.

21.8 The Individual may not assign or transfer any of his rights or obligations under this agreement.

## *22 Entire agreement*

22.1 This agreement constitutes the whole agreement between the parties and supersede[s] any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

22.2 If there is a conflict between the terms of this agreement and the Manual, or any other documents, the terms of this agreement shall prevail.

22.3 Each party agrees and undertakes to the other parties that the only rights and remedies available to it arising out of, or in connection with, this agreement or its subject matter shall be solely for breach of contract, in accordance with the provisions of this agreement.

22.4 Nothing in this clause shall limit or exclude any liability for fraud.

## *23 Further assurance*

The Franchisee and Individual shall each (and shall use all reasonable endeavours to procure that any necessary third party shall) (at their own expense) promptly execute and deliver all such documents, and do all such things, as the Franchisor may, from time to time, reasonably require for the purpose of giving full effect to this agreement.

## *24 Indemnity*

The Franchisee shall indemnify the Franchisor against any loss, cost, or expense incurred by the Franchisor arising from any act, neglect or default of the Franchisee, its agents, employees, licensees or customers.

## *25 Data protection*

25.1 The Franchisee agrees that it shall, in relation to personal data processed in connection with this agreement (Franchise Data):

(a) process the Franchise Data in accordance with the Data Protection Act 1998 (1998 Act) and any other applicable data protection legislation;

(b) process the Franchise Data only so far as is necessary for the purpose of performing its obligations under this agreement;

(c) pay such fees as are necessary to the data protection officer;

(d) not disclose Franchise Data to or allow access to it other than by employees or third parties engaged by the Franchisee to perform the obligation imposed on the Franchisee by this agreement, and ensure that such employees or third parties are subject to written contractual obligations concerning the Franchise Data which are no less onerous than those imposed on the Franchisee by this agreement; and

(e) use all reasonable efforts to assist the Franchisor to comply with such obligations as are imposed on the Franchisor by the 1998 Act. This includes the obligation to:

(i) provide the Franchisor with reasonable assistance in complying with any subject access request served on the Franchisor under section 7 of the 1998 Act;

(ii) promptly inform the Franchisor about the receipt of any subject access request received by the Franchisee;

(iii) not disclose or release any Franchise Data in response to a subject access request without first consulting with and obtaining the consent of the Franchisor; and

(iv) inform any individual whose personal data may be processed under this agreement (including prospective customers as well as those with whom the Franchisee enters into contracts) of such processing. This includes informing such individuals that, on the termination of this agreement, personal data relating to them (including personal data contained in any customer list) shall be retained by or, as the case may be, transferred to the Franchisor. In addition, the Franchisee shall obtain any necessary consents for such processing under the 1998 Act. To ensure that the Franchisor's obligations under the 1998 Act are complied with, the Franchisee agrees to allow the Franchisor to approve and, if the Franchisor deems necessary, amend any such notice.

25.2 Process and processing mean obtaining, recording or holding personal data or carrying out any operation or set of operations on the personal data, including:

- (a) organisation, adaptation or alteration;
- (b) retrieval, consultation or use;
- (c) disclosure by transmission, dissemination or otherwise making available; and
- (d) alignment, combination, blocking, erasure or destruction.

25.3 Insofar as the Franchisee acts as a person or organisation which processes personal data on behalf of a data controller (Data Processor), or on behalf of the Franchisor in relation to the Franchise Data, the Franchisee agrees to comply with the obligation placed on the Franchisor by the seventh data protection principle (Seventh Principle) set out in the 1998 Act, which shall include:

- (a) maintaining technical and organisational security measures sufficient to comply at least with the obligations imposed on the Franchisor by the Seventh Principle; and
- (b) only processing Franchise Data for and on behalf of the Franchisor for the purpose of performing its obligations under, and in accordance with, this agreement and only on written instructions from the Franchisor to ensure compliance with the 1998 Act.

25.4 The Franchisee agrees to provide the Franchisor with contact details of the Franchisee or at least one employee for the Franchisor to provide in relation to enquiries about the Franchisee and to display on the Franchisor's website. The Franchisee agrees to ensure that, for this purpose, any notices and/or consents required for the Franchisor to comply with the 1998 Act shall be provided to or acquired from such employee[s] by the Franchisee on behalf of the Franchisor.

25.5 The Franchisee shall indemnify the Franchisor against all claims and proceedings and all liability, loss, costs and expenses incurred by the Franchisor as a result of any claim made or brought by an individual or other legal person in respect of any loss, damage or distress caused to them as a result of the Franchisee's unauthorised processing, unlawful processing, destruction of



and/or damage to any Franchise Data processed by the Franchisee, its employees or agents.

25.6 In this clause **data controller** and **personal data** shall have the same meanings as set out in the 1998 Act.

### *26 Assignment*

26.1 This agreement is personal to the Franchisee and the Individual, who, subject to clause 15 and clause 16 may not, without the prior written consent of the Franchisor (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer, mortgage, charge, declare a trust of, sub-contract, delegate or deal in any other manner with:

(a) this agreement or any of their rights and obligations under it [(or any document referred to in it); or

(b) the Franchisee's Business,  
or purport to do any of the same.

26.2 The Franchisor may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of any other party's obligations or any benefit arising under this agreement.

26.3 If there is an assignment pursuant to clause 26.2:

(a) the Franchisee and Individual may discharge their obligations under this agreement to the Franchisor until they receive written notice of the assignment;

(b) the assignee may enforce this agreement as if it were a party to it, but the Franchisor shall remain liable for its obligations under this agreement;

(c) the liability of the Franchisee and Individual to any assignee cannot be greater than their liability to the Franchisor;

(d) notwithstanding clause 0, the Franchisor may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment; and

(e) any disclosure pursuant to clause 0 shall only be made after notice of the identity of the proposed assignee has been given to the Franchisee and Individual.

26.4 Each party to this agreement is acting on its own behalf and not for the benefit of another person.

### *27 Third party rights*

A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted by clause 26, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

*28 No partnership or agency*

Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, another party in any way except as expressly provided in clause 0.

*29 Set-off*

29.1 All amounts due under this agreement from the Franchisee to the Franchisor shall be paid in full without any deduction or withholding other than as required by law. The Franchisee shall not be entitled to assert any credit, set-off or counterclaim against the Franchisor in order to justify withholding payment of any such amount in whole or in part.

29.2 The Franchisor may, at any time or times, without notice to the Franchisee, set off any liability of the Franchisee to the Franchisor against any liability of the Franchisor to the Franchisee, in either case, whether under this agreement or otherwise and whether any such liability is present or future, liquidated or unliquidated. Any exercise by the Franchisor of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this agreement or otherwise.

*30 Default interest*

30.1 If the Franchisee fails to pay any amount payable by it under this agreement, the Franchisor may charge the Franchisee interest on the overdue amount. The Franchisee shall pay the interest immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of five per cent (5%) per annum above the base rate for the time being of Barclays Bank. Such interest shall accrue on a daily basis and be compounded quarterly.

30.2 The Franchisor reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

*31 Severance*

31.1 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

31.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

### *32 Variation*

No variation, waiver or agreed termination of this agreement or of any document referred to in it shall be effective unless it is in writing and executed by the parties (or their representatives) in the same manner as this agreement.

### *33 Waiver*

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

### *34 Expert*

34.1 The parties shall agree on the appointment of an independent Expert.

34.2 If the parties are unable to agree on an Expert within seven days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President for the time being of the Institute of Chartered Accountants in England and Wales to appoint a chartered accountant of repute with experience in the valuation of franchises as Expert.

34.3 The Expert is required to prepare a written decision and give notice (including a copy) of the decision to the parties within a maximum of three months of the matter being referred to the Expert.

34.4 All matters under this clause must be conducted, and the Expert's decision shall be written, in the English language.

34.5 The parties are entitled to make both written and oral submissions to the Expert and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

34.6 To the extent not provided for by this clause, the Expert may, in his reasonable discretion, determine such other procedures to assist with the conduct of the determination as he considers just or appropriate, including instructing professional advisers to assist him in reaching his determination.

34.7 Each party shall, with reasonable promptness, supply each other with all information and give each other access to all documentation and personnel as the other party reasonably requires to make a submission under this clause.

34.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to him which may include any issue involving the interpretation of any provision of this agreement, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Expert's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

34.9 Each party shall bear its own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the

Expert) shall be borne by the parties in such other proportions as the Expert shall direct.

### *35 Alternative dispute resolution*

35.1 If any dispute arises in connection with this agreement, the parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party shall give notice in writing (ADR notice) to the other part[y] to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

35.2 The mediation shall start not later than 60 (sixty) days after the date of the ADR notice.

### *36 Counterparts*

This agreement may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed and delivered, shall be an original and which together shall have the same effect as if each party had executed and delivered the same document.

### *37 Notices*

37.1 Any notice given under this Agreement may be delivered by hand, or by prepaid first class post (or prepaid airmail if appropriate), to the relevant Party at its address set out at the start of this Agreement (or such other address as that Party may have notified to the other Party in accordance with this Clause 37 for the purpose of receiving notices).

37.2 Any notice given in accordance with this Agreement will be deemed to have been given upon delivery to the relevant address if delivered by hand and two days after posting if sent by first class prepaid post to and from an address in the United Kingdom (or five days after posting if sent by prepaid airmail).

37.3 In proving service by post, it will be sufficient to show that the notice was properly addressed and posted in accordance with this Clause 37.

### *38 Governing law and jurisdiction*

38.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

38.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF  
DIRECTOR]

for and on behalf of ABC  
Limited

Signed by [NAME OF  
DIRECTOR]

for and on behalf of  
[Franchisee]

Director

Signed by [Individual ]

Schedule 1 – The Trade Marks

## Appendix 4 – Franchising Road Map

The overall steps that will need to be taken at each phase to franchise the business are outlined below in the road map.

<b>Franchising Road Map</b>			
<b>ACTION PLAN</b>	<b>WHO</b>	<b>WHEN</b>	<b>COST</b>
<b>Phase One:</b>			
<b>Feasibility Study</b>			
Initial Review & Audit of Your Business			
Competitor Analysis: Franchise & non Franchise Systems			
Decide on investment needed to improve Corporate Image & Infrastructure (for example: Company Internet Site, IT/Customer Relationship Management System, etc.)			
Financial Modelling: Franchisor & Franchisee Forecasts			
Defining/Clarifying the Franchise Offering			
Confirm cost from 3 rd party providers for: territory mapping, legal, etc			
Develop Project Plan			
<b>Phase Two:</b>			
<b>Strategy &amp; Management</b>			
Develop Detailed Franchise Business Plan factoring in:			
Territory Mapping			
Finalised Initial and On-Going Royalty Fee Structure for various levels			
Hiring/assigning existing staff member to support development of Franchise			

	<b>WHO</b>	<b>WHEN</b>	<b>COST</b>
<b>Operating System</b>			
Design & Preparation of franchisor Operations Manual: Outlining the support to be provided to the franchisees			
Design & Preparation of franchisee Operations Manual: Company Description, Equipment/Administration/Insurance Requirements, Operating Procedures, Accounting Procedures, Pricing Policy, Sales & Marketing Procedures, Standard Forms, Company Directory, etc.			
<b>Legal</b>			
Advise on Protection of Intellectual Property: Company Name, Logo/Patents, Trademarks, Domain Names, etc.			
Draft Franchise Agreement defining Terms between Franchisor & Franchisees			
<b>Company Internet &amp; Marketing Collateral/Strategy</b>			
Redevelopment of Company Internet Site			
Adding Franchisee Recruitment Materials to Company Internet Site			
Design & Preparation of Franchisee Prospectus & other Advertising/Marketing Collateral			
Implement Marketing & PR Strategy: Traditional & Social Media			
British Franchise Association Provisional Registration			

	<b>WHO</b>	<b>WHEN</b>	<b>COST</b>
<b>Phase Three:</b>			
<b>Recruitment Process</b>			
Develop Franchisee Lead Generation Strategy			
Hiring or Assigning Existing Staff Member to be Franchisee Development Manager			
Defining Preferred Franchisee Profile			
Defining Franchisee Recruitment & Selection Process			
Design & Preparation of Franchisee Business Plan (should they need to seek bank funding)			
Managing Recruitment process from initial contact through to contract signing			
<b>Training &amp; Support</b>			
Design & Preparation of Franchisee Training Program			
Coaching & Mentoring of Franchisees			
Development of Ongoing Support Programme for Franchisees including: Intranet Site, Monthly Calls, Annual Conference, etc.			
<b>Phase Four:</b>			
<b>Franchisor Support</b>			
Assistance with Monitoring the first 12 Franchisees			
Growth Management			
Ongoing advice from experienced mentors			



## Appendix 5 – Expression of Interest Form

Example

### APPLICATION FOR INTERVIEW

YES ABC! I would welcome an opportunity to meet you to discuss owning an ABC Franchise.

Full Name: ..... Male / Female

Home Address: .....

..... Post Code: .....

Home Tel No (include STD Code): ..... Mobile Tel No.....

E-mail address: .....

Date of birth: ..... Marital Status..... Dependants:.....

To which advertisement (if any) are you responding?

How did you first hear about ABC Franchise Ltd ? (Please be specific) .....

What is your highest academic qualification? .....

Please state current membership of any Professional Bodies: .....

Current Occupation: .....

Your current income level-(please tick) Up to £25k... £25-£40k... £40-£60k...  
£60k+pa ....

My previous Business/Commercial/XXXX Experience:

.....  
.....

If you are currently acting as a freelance XXXX at the moment, approx how many clients do you have? 1-5..... 5-10 ..... 10-15 ..... 15-20 ..... 20+ .....

You may need up to a total of £5,000 to start the business and for costs during the first 12 months. Certain lenders will lend up to 70% of the 1<sup>st</sup> years requirement. I have £..... cash available to invest.

Will you be raising finance to acquire the Franchise ? Yes [ ] No [ ]

Will this be secured against your own home? Yes [ ] No [ ]

Lisa Newton

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Are you in good health? Yes [ ] No [ ]  
Do you have a current clean driving licence? Yes [ ] No [ ]  
Do you have your own Car? Yes [ ] No [ ]  
Have you had experience of employing staff? Yes [ ] No [ ]  
Are you confident you can sell yourself in front of clients? Yes [ ] No [ ]  
Do you have a personal computer at home? Yes [ ] No [ ]  
What software packages do you have experience of? .....

Our business model involves client acquisition & customer satisfaction. Which of these areas are you more comfortable with? .....  
Why I am interested in a XXXX Business Opportunity: .....

What appeals to me most about an ABC Franchise is:  
.....

Possible area(s) I wish to consider: .....

Please advise here if there are any areas of concern that you would like to discuss further: .....

I will be able to start, if mutually agreeable, on: .....  
The best time to contact me to arrange a meeting is: .....

Signed: .....Date: .....

Please return this form to:

ABC Franchise Ltd – Franchise Manager

Applications Dept

5<sup>th</sup> floor, 230 City Road, London EC1V 2TT

or Fax: 020 1234 5678

or email: recruitment@abc.com

*This form is for information only and will help us to assess your suitability to own an ABC Franchise. It is in no way binding to either party and will be treated in the strictest confidence. Your details will not be sold or passed onto a third party.*

*We are committed to building our franchise network regardless of ethnicity, age, gender, disability, religion or sexual orientation.*

*Please consider seriously if you match our brand values and are the sort of capable, friendly, enthusiastic, hard working business builder we are looking for before returning this form to us 😊*

## Appendix 6 – Non-Disclosure Agreement

Example

ABC Franchise Limited

### CONFIDENTIALITY AGREEMENT (Single)

To be used where only ABC is providing the confidential information and the other party is being bound by the confidentiality covenants. ABC is not required to comply with the confidentiality terms.

#### CONFIDENTIALITY AGREEMENT

**THIS CONFIDENTIALITY AGREEMENT** is entered into as of this [ ] day of [ ] 20\_\_ (hereinafter referred to as the “Effective Date”)

#### **BETWEEN:**

(1) **ABC FRANCHISE LIMITED**, a company incorporated under the laws of England and Wales registered under number [12345678], and having its registered offices @The Bakery, 5<sup>th</sup> floor, 230 City Road, London EC1V 2TT, United Kingdom (“ABC”);

(2) [**Individual**], an individual resident in the United Kingdom, and having its residential address at [ ] (“Individual”)/[**Company A** ] **Limited**, a company incorporated under the laws of [England and Wales] registered under number [ ], and having its registered offices at [ ] (“[Company A]”).

**WHEREAS**, in connection with the evaluation of a potential acquisition of the right to operate a franchised business (the “Transaction”) by and between ABC and [Individual/Company A], [Individual/ Company A] has requested and ABC will provide certain information relating to its business.

**NOW THEREFORE**, the Parties agree as follows:

#### 1. **Definitions**

“Affiliate” means, as appropriate, ABC’s subsidiary, direct or indirect holding company or any subsidiary thereof;

“Information” means any information concerning ABC or any of its Affiliates, which is furnished by ABC or any of its Affiliates, or their respective directors, officers, employees, advisers, or other agents (collectively, “Representatives”) in any form to [Individual/Company A] or any of the [Individual/Company A]’s Representatives, regardless of whether specifically identified as “confidential,” together with analyses, compilations, studies or other documents prepared by [Individual/Company A] or its Representatives, which contain or otherwise reflect such information, or their review of, or interest in the ABC or any of its Affiliates.

The term “Information” shall not include any information which (i) was or becomes generally available to the public other than as a result of a disclosure by [Individual/Company A] or any of its Representatives, or (ii) was available to [Individual/Company A] on a non confidential basis prior to its disclosure by ABC or its Affiliates, or (iii) becomes available to [Individual/Company A] on a non confidential basis from a source other than ABC or its Affiliates, provided that such source was or is not known by [Individual/Company A] to be prohibited from disclosing such information by a contractual or legal obligation to ABC or its Affiliates, or (iv) was developed by [Individual/Company A] or any of its Representatives independent of any reference to the Information and independent of the participation of any person who had access to the Information;

“Party” means either ABC and its Affiliates, or [Individual/Company A] and it’s Affiliates; and “Parties” means both ABC and [Individual/Company A] and their respective Affiliates.

## 2. **Scope**

As a condition to furnishing the Information, [Individual/Company A] agrees to treat such Information as confidential in accordance with the provisions of this Agreement.

### **3. Protection of Confidentiality**

- 3.1 [Individual/Company A] hereby agrees that the Information will be used solely for the purpose of evaluating the Transaction and not for any other commercial purpose and that such Information will be kept confidential by [Individual/Company A] and its Representatives and will not be disclosed or divulged by [Individual/Company A] or any of its Representatives without the express prior written consent of ABC. [Individual/Company A] is permitted, however, to disclose the Information to those of its Representatives (other than any such person or entity whom [Individual/Company A] knows or suspects to be a direct competitor of ABC or a director, officer, employee or a substantial investor in a direct competitor of ABC) who need to know such Information for the purpose of evaluating the Transaction. [Individual/Company A] agrees, however, that such Representatives shall be informed of the confidential nature of such Information, shall be directed to treat such Information as confidential and shall agree to be bound by the provisions of this Confidentiality Agreement.
- 3.2 [Individual/Company A] undertakes to ABC that it shall not copy, reproduce or reduce to writing any part of the Information except as may be reasonably necessary for the Transaction and that any copies, reproductions or reductions to writing so made shall be the property of ABC.
- 3.3 [Individual/Company A] will be responsible for any breach of this Confidentiality Agreement by its Representatives (including employees who subsequent to the first date of disclosure of information hereunder, become former employees). [Individual/Company A] agrees, at its sole expense, to take all reasonable measures, including

but not limited to court proceedings, to restrain its Representatives from unauthorised disclosure or use of Information.

- 3.4 In addition, without the prior written consent of ABC, [Individual/Company A] will not disclose, and will direct its Representatives not to disclose, to any third party the fact that discussions or negotiations are taking place concerning a possible Transaction, or any of the terms, conditions or other facts with respect to any such Transaction or the relationship between the Parties, including the status thereof.

#### **4. Non-Liability for Permitted Disclosure**

Notwithstanding anything stated to the contrary herein, [Individual/Company A] and its Representatives may disclose any Information to satisfy a legal demand by a competent court of law or the rules, regulations or requirements of any relevant stock exchange, or governmental body, provided however that in the case of a disclosure of Information to satisfy a legal demand by a competent court of law [Individual/Company A] shall advise ABC prior to disclosure so that ABC has an opportunity to defend, limit or protect against such production or disclosure, provided further that [Individual/Company A] shall disclose only that portion of the Information which is legally required to be disclosed and [Individual/Company A] will exercise reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any Information required to be disclosed.

#### **5. Non-Existence of Implied Rights**

[Individual/Company A] acknowledges that it shall not acquire any right, title or licence of use in respect of the Information disclosed by or acquired from ABC.

**6. Liability**

[Individual/Company A] will be responsible for any breach of this Confidentiality Agreement by its Representatives.

[Individual/Company A] agrees, at its sole expense, to take all reasonable measures, including but not limited to court proceedings, to restrain its Representatives from unauthorised disclosure or use of Information.

6.2 If [Individual/Company A] breaches this Agreement, ABC may at its option elect to institute proceedings in court to obtain damages and/or to enforce specific performance of this Agreement.

6.3 [Individual/Company A] further understands, acknowledges and agrees that where in ABC's sole opinion, monetary damages would not be a sufficient remedy for any breach of this Agreement by [Individual/Company A] or by any of the Representatives, ABC will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Confidentiality Agreement but shall be in addition to all other remedies available at law or equity.

**7. No Guarantees of Accuracy or Completeness of the Information Disclosed**

7.1 THE INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL ABC, ITS AFFILIATES AND THEIR RESPECTIVE REPRESENTATIVES BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION.

7.2 None of the Information disclosed by ABC to each other constitutes any representation, warranty, assurance, guarantee or inducement by ABC to [Individual/Company A] with respect to the infringement of trade marks, patents, copyrights; any right of privacy; or any rights of third persons.



**8. No Undertaking to Disclose or Complete the Transaction**

This Agreement does not constitute, by itself, any undertaking or obligation on the part of the Parties to carry out the Transaction and/or enter into an agreement thereof in any manner whatsoever.

**9. Return of Information, Copies and Documents**

Upon written demand by ABC, [Individual/Company A] shall: (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to ABC within seven (7) days of receipt of demand, and (iii) upon request of ABC, certify in writing that [Individual/Company A] has complied with the obligations set forth in this Clause 9.

**10. No Waiver**

10.1 [Individual/Company A] further understands, acknowledges and agrees that no failure or delay by ABC in exercising any right, power or privilege hereunder shall operate as a waiver hereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

10.2 No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorised representative of such Party.

**11. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England & Wales. The Parties submit to the non-exclusive jurisdiction of the Courts of England & Wales for any settlement of any controversy which might result from the execution, interpretation, performance or termination of this Agreement.

**12. Term**

This Agreement shall subsist from the Effective Date for a period of five (5) years. If the Parties enter into a definitive agreement with respect to the Transaction, then the terms of such agreement shall govern their future obligations with respect to each other's Information, unless agreed otherwise by the Parties.

**13. Entire Agreement**

This Agreement supersedes all prior discussions and writings with respect to the subject matter hereto and constitutes the entire agreement between the Parties with respect to the subject matter hereto.

**14. Assignment**

14.1 Subject to any exceptions set out in this Agreement, neither Party to this Agreement may assign this Agreement nor any interest or obligation under this Agreement in whole or in part without the prior written consent of the other Party and any purported transfer without such consent will be void.

14.2 A Party may impose reasonable conditions upon its written consent to a proposed assignment by the other Party.

14.3 Notwithstanding the provisions of Clause 14.1, either Party may assign (the "Assignor") this Agreement or any of its interests or obligations under this Agreement in whole or in part to any of its Affiliates, without the prior written consent of the other Party to this Agreement, provided that (i) the Assignor shall continue to be bound by its obligations of confidentiality hereunder and; (ii) the Assignor shall give the other Party no less than thirty (30) days prior written notice to any proposed assignment under this Clause 14.3, such notice to contain the

name, address, and a brief description of the business of the intended assignee.

**15. Miscellaneous**

The rights and obligations of the Parties hereunder shall be binding on and inure to their respective heirs, successors and permitted assigns.

The Parties have executed this Agreement by the hands of the duly authorised representatives of the Parties the date and year first above written.

**ABC Franchise Limited**

**[Individual/Company A] Limited**

Signed:

Signed:

Name:

Name:

Title: Managing Director

Title: Managing Director

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## ABOUT THE AUTHOR

Born in Nottingham, UK, Lisa Newton moved to London to study Accounting with Marketing at Middlesex University. Graduating with a first class honours degree, she then went on to do an MSc in Investment Management at City University. In the same month of the Masters graduation ceremony at City, Lisa formed her first company Boogles bookkeeping with £150. Her mum put in £50, and Lisa used £100 of her overdraft.



A strong supporter of women in business and entrepreneurial people, Lisa is an Ambassador for Enterprising Women (the UK campaign to give women confidence and ambition to be enterprising - to have ideas and to make them happen). She is a member of the ICB & AAT.

Lisa is a serial entrepreneur and holds various directorships in various industries including telecoms, publishing, hair & beauty as well as finance. She has franchised a business and won various awards in Business including: Young Entrepreneur of the Year Award 2007 with Precious Online and in 2008 Enterprising Business Award and has been nominated and a finalist in numerous others including Boogles being short listed to the final 5, out of 14,500 entries for Best Bookkeeping Practice Lucas Awards in 2009 and 2011 and Boogles being short listed for Best Accounting Franchisor in 2011 by the BKN awards. In 2012 & 2013 Boogles won Best Accounting Franchisor award. In 2015 Boogles won Best Bookkeeping Business London, Accountancy International award. In 2016 Lisa was the recipient of the BE Mogul Award.

Lisa coaches and does talks on Cashflow and Money Management. The Constant Cashflow Online Course is available at:

Lisa Newton

[www.Udemy.com/Constant-Cashflow](http://www.Udemy.com/Constant-Cashflow) - Use the code CCFFRANBK20 to get 20% off.

The How To Franchise Your Business Course is available here: [www.udemy.com/franchise-your-business](http://www.udemy.com/franchise-your-business) - Use the code FRANBK20 to get 20% off.

Lisa supports the charity The MS Society. A speaker, consultant and an avid net-worker, Lisa enjoys meeting people and working on projects with like-minded individuals.

In her spare time, Lisa likes travelling, dancing salsa, writing books and learning languages. More about the author can be found at: [www.LisaNewton.co.uk](http://www.LisaNewton.co.uk)

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Follow me on twitter: @lisa\_newton1

Connect on FaceBook: [www.facebook.com/booglesb](http://www.facebook.com/booglesb)



## ABOUT THE ILLUSTRATOR

Rosie Brooks was born in London. Winning a BBC Blue Peter poster competition at school launched a career and she soon began taking on professional commissions including for Comic Relief whilst at still at school.



Rosie studied Music at Durham University, designing wine and port labels for her college then went on to complete a Masters in Children's Book Illustration at the Ruskin School of Art, Cambridge where she was short listed for the Macmillan Children's Book Prize.

Since becoming a freelance Cartoonist and Illustrator Rosie has worked to build a long list of international credits. Her clients have ranged from Sir Paul McCartney to the Ministry of Education in Chile, A Suit that Fits (who paid her in a wardrobe of rather divine tailor made items), WaterAid, Ogilvy, M&C Saatchi, Pearson Education, and many, many more. Supported by the UKTI Rosie exhibits every year at the Bologna Children's Book Fair and is a regular contributor to the Campaign for Drawing's Big Draw events.

More about the Illustrator can be found at:  
[www.RosieBrooks.com](http://www.RosieBrooks.com)

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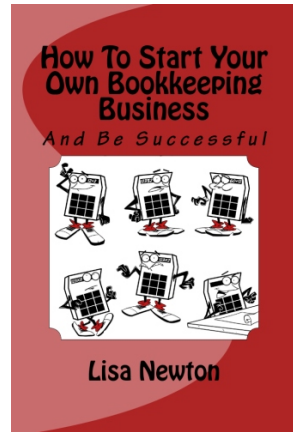
Facebook: [www.facebook.com/rosiebrookillustrator](http://www.facebook.com/rosiebrookillustrator)

# OTHER BOOKS BY THE AUTHOR

## *How To Start Your Own Bookkeeping Business*

How to start your own bookkeeping business is an action-packed, tip-filled, no-nonsense approach to how to start, what to do, things to look out for, pitfalls to avoid and its guidance will help you to avoid the expensive, painful time-consuming mistakes which most freelance independent bookkeepers make...

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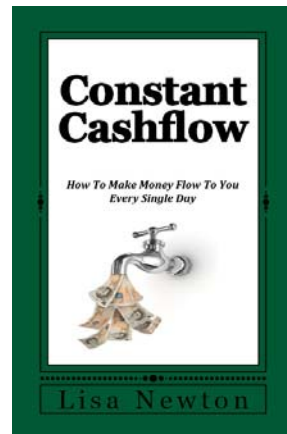
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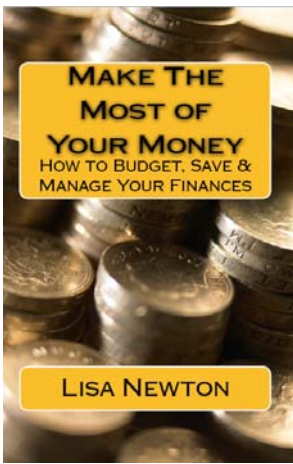
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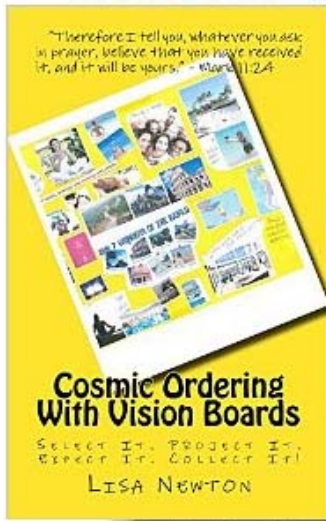
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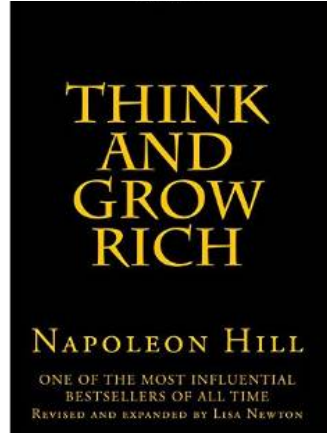
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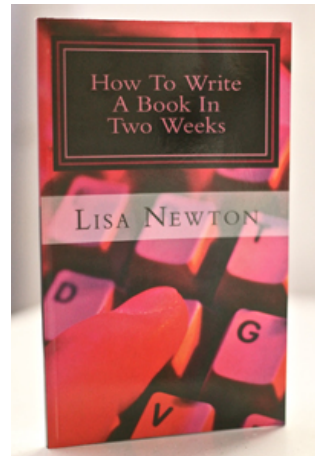
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