

# Franchise Agreement

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Between  
and and

Date:

( )  
Telephone:  
Facsimile:  
Email:  
Website:

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By this **Agreement** dated  
between:

and

(franchisor)

The party described as the franchisee at item **Error! Reference source not found.** of the  
Schedule to this agreement

(franchisee)

The parties described as the principals at item **Error! Reference source not found.** of the  
Schedule to this agreement

(principals)

## Recitals

- A. The franchisor has developed a business trading under the name of the franchisor with a unique image using procedures and systems that it has developed.
- B. The business has developed considerable goodwill and public recognition.
- C. The franchisor owns intellectual property, which is an essential part of its franchise system as is set out in Item **Error! Reference source not found.** in the Schedule.
- D. The franchisee recognises the advantages of belonging to a franchise network and has requested the franchisor to grant a franchise for the term and in the territory set out in the Schedule.
- E. Prior to entering into this agreement the franchisor has provided the franchisee with a copy of this agreement and a copy of the Franchising Code of Conduct prescribed as a mandatory code pursuant to [s 51AE of the Trade Practices Act 1974 \(Cth\)](#), and a disclosure document prepared in accordance with the requirements of the Code.
- F. The parties agree to conduct their business according to the terms that follow.

## Terms

### 1 Interpretation

- (a) This agreement will be governed by and construed in accordance with the law in force in the Territory specified in Item **Error! Reference source not found.** of the Schedule and the parties, by entering into this agreement, are

deemed to have submitted to the non-exclusive jurisdiction of the courts of that jurisdiction.

- (b) In this agreement except to the extent that the context otherwise requires:
- (i) Headings are for convenience only and will not affect interpretation;
  - (ii) Reference to legislation or a provision of legislation includes change or re-enactment of the legislation or a legislative provision substituted for, and legislation and statutory instruments and regulations issued under, the legislation AND reference to a body, which ceases to exist, is a reference to the body which replaces it.
  - (iii) Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time, words denoting any gender include all genders;
  - (iv) Where a word or phrase is given a definite meaning in this agreement a part of speech or other grammatical form for that word or phrase has a corresponding meaning;