

**AN AGREEMENT** made on

**B E T W E E N (1)** ..... (a company incorporated and registered in England and Wales with Company Number .....) the registered office of which is at .....("the Company") and

**(2)** .....**of**

**W H E R E B Y:-**

(1) In this Agreement the following expressions shall have the following meanings:-

1.1 "Business" .....  
.....

1.2 "Intellectual Property" all or any of the following:

1.2.1. the Trade Mark of which the Company is the registered proprietor in England and which is applied to the Services

1.2.2 the Trade Name under which the Company provides the Services

1.2.3 Copyrights and Design Rights held by the Company in any written material plans designs or other work relating to the Services acquired by the Company and applied in the provision of the Services

- 1.3 “The Location” aforesaid or such other address in England approved by the Company for the Term
- 1.4 “Manual” the standard Operating Manual of the Company as updated from time to time
- 1.5 “Method” the Business conducted in accordance with the Manual using any necessary know how trade secrets methods of operating insignia identifying materials methods of advertising style and character of equipment and insurance arrangements specified in the Manual
- 1.6 “Minimum Performance” .....
- 1.7 “Term” ..... from the date of this agreement
- 1.8 “Territory” the postal areas listed in the Schedule hereto
- 1.9 “Working Days” days other than Saturdays and Sundays when clearing banks in England are normally open for business

**2. Appointment**

The Company appoints ..... as the Director of the Company for the Term

**3. Remuneration**

The remuneration of ..... shall be equal to ..... per annum.

**4. Duties of .....**

4.1 ..... will spend not less than 30 hours in each week working upon the business of the Company;

4.2.1 ..... will carry on the Business at and from the Location;

4.2.2 ..... will not carry on or allow to be carried on any other business at the Location other than the practice of.....;

4.2.3 ..... will keep the Location and furnishings in a good state of repair and decoration and will replace and renew equipment so as to enhance the reputation of the trade name ..... the Method and the Business but in any event as required by the Manual or as may be otherwise required by the Company; and

4.2.4 ..... will keep the Location open for the conduct of Business between the hours of 9.00 am and 5.30 p.m., on all Working Days

**5. Obligations of .....**

..... will:-

5.1 not permit any person to act or assist in the Business who has not undergone training provided by the Company and who has not been approved as competent by the Company;

5.2.1 work diligently to protect and promote the Business in the Territory by such means as may from time to time be specified in the Manual and make every effort to steadily increase the Business by such means as may from time to time be specified in the Manual;

5.2.2 use every reasonable means in the conduct of the Business to promote the Method and to co-operate with the Company in providing and developing it;

- 5.3.1 conform in all respects and at all times with the Method;
- 5.3.2 not do or allow to be done anything additional to or not in accordance with the Method without previous consent in writing of the Company;
- 5.3.3 ensure that the Business conforms with other businesses operating elsewhere in the United Kingdom in accordance with the Method in particular with regard to quality service (..... acknowledging hereby that such conformity is of the utmost importance to the successful operation of the Business and other business operated in accordance with the Method and the protection of the goodwill attaching to the name of ..... and the Method);
- 5.4 not without the consent of the Company (such consent not to be unreasonably withheld) to change the Location;
- 5.5 not without the approval of the Company .....
- 5.6 ensure that all clients of the Business are invoiced by the Company;
- 5.7 not acquire any financial interest in the capital of competing undertaking which would give ..... power to influence the economic conduct of such undertaking;
- 5.8 act in all matters loyally and faithfully towards the Company;
- 5.9 act in such a manner as ..... ought reasonably to have considered to be the most beneficial to the Company;
- 5.10 not engage in any conduct which is prejudicial to the Business;
- 5.11 not at any time during or after the Term divulge or allow to be divulged to any person any confidential information other than to persons who have signed a secrecy undertaking in a form approved by the Company and not permit any

person to act or assist in the business until such person has signed such an undertaking;

5.12 not cause or permit anything which may damage or endanger the Intellectual Property or other intellectual property of the Company or the Company's title to it or assist or allow others to do so

## **6. Termination**

This Agreement shall terminate:-

- 6.1 on the expiration of the Term;
- 6.2 on the death of ..... or if he is incapacitated for a period lasting for a continuous period of 30 Working Days or a total of 30 Working Days within a single period of 6 months;
- 6.3 in the event that the Minimum Performance averaged over a period of two consecutive years during the Term has not been achieved;
- 6.4 upon the breach by ..... of any of his obligations under Clauses 4 and 5 of this Agreement;
- 6.5 If ..... is the subject of a Bankruptcy Petition or of an Interim Order under Part VIII of the Insolvency Act 1986 or if he makes an assignment or composition or moratorium or other arrangement with his creditors generally or threatens to do any such things

## **7. Extension of Term**

..... may extend the Term for a further period of five years commencing on the day following the expiration of the Term providing that .....:-

- 7.1 has achieved an average of the Minimum Performance throughout the Term prior to service of the notice referred to in this Clause 7;

7.2 has properly observed and performed his obligations under this Agreement throughout the Term;

7.3 served a Notice on the Company requiring such extension not earlier than 90 Working Days nor later than 60 Working Days before the date of the expiry of the Term;

7.4 executes a new Agreement with the Company in such form as the Company require

**8. Restraints**

..... will:-

8.1 not during the Term or for 12 months after the expiration or prior termination of this Agreement be concerned or interested either directly or indirectly with any other business either on his own account or otherwise which is involved in the supply of services which are similar to the services as described in the Manual provided by ..... or by any employee, agent, contractor or franchisee thereof on its behalf either at the Location or elsewhere in the United Kingdom nor damage the goodwill of the business of ..... Limited

8.2 not at any time within 12 months after the expiration or prior termination of this Agreement:-

8.2.1 solicit the clients or former clients of the Company;

8.2.2 employ or offer to employ any person who immediately before such employment or offer of employment was employed by the Company or who immediately before such employment or offer of employment is employed by any person firm or company (including inter alia any employee agent contractor or franchisee thereof) who was at that time operating a business according to the Method or employ or offer to

employ any person who was so employed at any time during the 12 months preceding such employment or offer of employment or not directly or indirectly induce any such person to leave his or her employment

**9. Jurisdiction**

9.1 This Agreement is governed by and construed in accordance with the law of England.

9.2 Each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect.

**IN WITNESS WHEREOF** these presents consisting of this and the proceeding 9 pages are executed by the parties to this Agreement as follows:-

**THE SCHEDULE**

**SIGNED AS A DEED** by the said \_\_\_\_\_ )  
..... in the presence of:- )

signature of witness .....

full name.....

address.....

**SIGNED AS A DEED** by )  
..... **LIMITED** by )

Director

Secretary

on the        day of        2004

by

.....Director

.....Director/Secretary

