

ABC Company



Disclosure Template LONG FORM – TEMPLATE ONLY

ABC Company

Address
Address 1
Address 2
Address 3

Phone
Fax

WWW
Email

**DISCLOSURE DOCUMENT FOR FRANCHISEE
OR PROSPECTIVE FRANCHISEE**

Strictly Confidential

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This disclosure document contains some of the information you need in order to make an informed decision about whether to enter into a franchise agreement.

Entering into a franchise agreement is a serious undertaking.

A franchise agreement is legally binding on you if you sign it.

You are entitled to a waiting period of 14 days before you enter into this agreement.

If this agreement is a new franchise agreement (not a renewal, extension or transfer of an agreement), you will be entitled to a 7-day 'cooling-off' period after signing the agreement, during which you may terminate the agreement.

If you decide to terminate the agreement during the cooling-off period, the franchisor must, within 14 days, return all payments (whether of money or of other valuable consideration) made by you to the franchisor under the agreement. However, the franchisor may deduct from this amount the franchisor's reasonable expenses, if the expenses or their method of calculation have been set out in the agreement.

Take your time, read all the documents carefully, talk to other franchisees and assess your own financial resources and capabilities to deal with the requirements of the franchised business.

You should make your own inquiries about the franchise and about the business of the franchise.

You should get independent legal, accounting and business advice before signing the franchise agreement.

It is often prudent to prepare a business plan and projections for profit and cash flow.

You should also consider educational courses, particularly if you have not operated a business before

.....
Franchisor/director/officer/authorised agent of the franchisor

1 DISCLOSURE DOCUMENT FOR FRANCHISEE OR PROSPECTIVE FRANCHISEE.

2 FRANCHISOR DETAILS

2.1 The franchisor company is ABC a company incorporated in the State of COUNTRY with its registered office c/- xxxxxxxxxxxxxxxx and the principal place of business at xxxxxxxxxxxxxxxxx.

2.2 The franchisor carries on business in Your Country under the name ABC. The franchisor company has acquired rights to franchise the ABC International business and business system including rights to the ABC International trademark from the Company Director.

2.3 ABC International is a TYPE OF BUSINESS, specializing in, TYPE OF PRODUCE AND OR SERVICES.

ABC International was formed in XXXXXXXXXXXXXXX, which has been operating since XXXX.

A person who is motivated and is prepared to follow proven principles and guidelines can purchase a ABC franchise.

An ABC Business will suit almost any person capable of following proven procedures.

No formal qualifications are necessary to own an ABC Business, however, it is essential that all business operators have significant experience in

XXXXXXXXXX industry, as well as being bright, friendly and customer service oriented.

Business owners will receive full training in personal leadership skills, business management, customer contact skills, process improvement principles, business sales and marketing and basic bookkeeping procedures. Corporate uniform will be supplied for all people engaging in the business activity.

ABN- A.C.N- ARBN

2.5 The associates of the franchisor are:

Owners Details
XXXXXXXXXX
XXXXXXXXXX

2.6 Management:

Director
Operations Manager
National Administration Manager
Contracts Manager
Advertising Manager
Accountant
Business Development Manager
International Manager

3 BUSINESS EXPERIENCE

3.1 Business background

NAME	POSITION:
NAME	POSITION:
NAME	POSITION:

3.2 Business experience of the franchisor

Place Business Experience here.

- (a) length of experience in:
 - (i) operating a business that is substantially the same as that of the franchise and
 - (ii) offering other franchises that are substantially the same as the franchise and
- (b) whether the franchisor has offered franchises for other businesses and, if so:
 - (i) a description of each such business and
 - (ii) the length of time the franchisor offered franchises for each such business.

4 LITIGATION

4.1

- (a) Current proceedings by a public agency, criminal or civil proceedings or arbitration
 - (i) breach of a franchise agreement;
 - (ii) contravention of trade practices law;
 - (iii) contravention of the Corporations Act 2001;

- (iv) unconscionable conduct;
- (v) misconduct;
- (vi) an offence of dishonesty;

(b) proceedings against the franchisor under:

- (i) ss. 127A or 127B of the Workplace Relations Act 1996 or
- (ii) s. 106 of the Industrial Relations Act 1996 (NSW) or
- (iii) s. 276 of the Industrial Relations Act 1999 (Qld).

4.2 Has the franchisor or a director of the franchisor:

- (a) in the last 10 years been convicted of a serious offence or an equivalent offence outside Australia or
- (b) in the last five years been subject to final judgment in civil proceedings for a matter mentioned in 4.1(a).
- (c) in the last 10 years been bankrupt, insolvent, under administration or an externally administered body corporate in Australia or elsewhere

5 PAYMENTS TO AGENTS

5.1 The franchisor does / does not currently pay any amounts to agents.

6 EXISTING FRANCHISES

6.1 The Number of franchisees sorted by State, territory, region or metropolitan area in which franchisees exist.

6.2 For each franchisee – Business Address- Business Phone – First Year of Operation.

6.3 If there are more than 50 franchisees, you may instead give details for all franchises in the State, region or metropolitan area in which the franchise is to be operated:

6.4 For each of the last three financial years, the number of franchisors for which any of the following events happened:

- (a) nil franchises were transferred.
- (b) nil franchise businesses ceased to operate
- (c) nil franchise agreements were rescinded or terminated by the franchisor.
- (d) nil franchise agreement was terminated by a franchisee
- (e) nil franchise agreement was not renewed when it expired. (none expired)
- (f) nil franchise businesses were bought back by the franchisor
- (g) nil franchise agreement was mutually discontinued

6.5 For each item mentioned in 6.4 (if the information is available): Franchisees Name – Locations and Contact Details.

6.6 A franchisor does not have to provide details of a franchisee if the franchisee has requested in writing that their details not be disclosed.

7 INTELLECTUAL PROPERTY

7.1 The following clauses of the attached franchise agreement deal with the franchisee's obligations:

Trademark used to identify, and for any patent, design or copyright that is material to, the franchise system:

- (a) description of the intellectual property;
- (b) details of the franchisee's rights and obligations in connection with the use of the intellectual property;
- (c) whether the intellectual property is registered in Australia. If yes, provide the following details:

(d) Is there any judgment or pending proceedings that could significantly affect ownership or use of the intellectual property? Yes/No

If yes, provide the following details:

- (i) name of court or tribunal
- (ii) matter number
- (iii) summary of claim or judgment

(d) If the intellectual property is not owned by the franchisor, who owns it?

(f) Details of any agreement that significantly affects the franchisor's right to use or give others the right to use the intellectual property. If agreement exists, provide details below

7.2 The franchisor is taken to have complied with 7.1 for any confidential information if it is listed below.

Sample Only Not Complete