



- 1 (Licensor / Franchisor) Fixerly LTD
2 (Licensees / Franchisees)

FIXERLY FRANCHISE LICENSE

CONFIDENTIAL

THIS LICENSE is made

BETWEEN:

- (1) **Licensor / Franchisor - Fixerly Ltd**, a company registered in the United Kingdom under number 11405742

Whose Correspondence address is Portland Buildings, Belmont Business Park, Durham, United Kingdom, DH1 1TW.

- (2) **Licensees / Franchisees -**

Whose address is:

WHEREAS:

- (1) The licensor is the registered owner of the business & brand detailed in Schedule 1.
- (2) The licensee wishes to use the brand in line with some or all of the services shown on the website [www.fixerly.co.uk](http://www fixerly.co.uk)
- (3) The licensor wishes to grant a license to the licensee to use the brand listed in line with some or all of the services shown on the website [www.fixerly.co.uk](http://www fixerly.co.uk) in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1.1 In this agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Confidential Information”

means information relating to this agreement, any business information relating to either party, or any other information which either party may designate confidential;

“Effective Date”

means [the date of this agreement]

“Stated Purposes”

means the use of the brand in relation to the goods and/or services

“Term”

means the duration of this agreement as set out in Clause 13

“Territory”

means UK wide

2. Grant of Rights

The licensor hereby grants to the Licensee **a non-exclusive (work anywhere in the UK) license** (the “license”) free from territory & for the term to use the brand solely for the stated purposes within the UK.

3. Scope of License

3.1.1 The licensee may not:

- 3.1.1.a.1 use the brand for any purposes other than the stated purposes shown on [www.fixerly.co.uk](http://www fixerly.co.uk)
- 3.1.1.a.2 use the brand in any manner outside the UK.
- 3.1.1.a.3 use any part of the brand or any other brands belonging to the licensor that is not covered by the license.
- 3.1.1.a.4 use any other brand, registered or unregistered and irrespective of ownership, in relation to the stated purposes without the express written consent of the licensor.
- 3.1.1.a.5 use any other brand, whether for the stated purposes or otherwise, which are confusingly similar to the brand.
- 3.1.1.a.6 claim or make any representation that it has any rights, title or interest in or to the brand beyond that granted under this agreement; and
- 3.1.1.a.7 take or permit any action which may be detrimental in any way to the brand. Such action includes, but is not limited to, that which may impair, damage or be otherwise detrimental to the reputation, goodwill, validity, value or registration of the brand.
- 3.1.1.a.8 use any trading name or style that 'passes off' sounds or looks similar to that of **Fixerly or Fixerly Ltd** in the main. (You always do use Fixerly in a general term but on representation of formal estimates, invoices etc, it must always be written text presented as your chosen and agreed trading style name as below:

3.1.1.a.9 **" t/a Fixerly**

3.1.1.a.10 this license allows for use for the licensee to operate their franchise using their chosen business method being: **SOLE TRADER, PARTNERSHIP, LIMITED (LTD) -**

- 3.1.2 The licensee is not permitted to assign, sub-license, sell, sub-contract or otherwise transfer the benefit of the license or any part of it to a third party without the prior written consent of the licensor.
- 3.1.3 The licensee hereby acknowledges that the brand is the sole property of the Licensor and further acknowledges that no use of the brand by the licensee shall bestow any right, title or interest in or to the same upon the licensee beyond that expressly granted by this agreement.
- 3.1.4 The licensee hereby acknowledges that all goodwill arising from its use of the brand in relation to the stated purposes or otherwise, shall accrue for the sole benefit of the licensor.

4. Licensor's Rights and Obligations

- 4.1.1 During the term, the licensor may issue other licenses of Fixerly, where the licensee may in the future, or have operated in an area as the licensee has a non-exclusive license (**work anywhere ability**) as is the business format of the Fixerly system. This benefits the licensee vice versa allowing you to take work on and expand in any part of the UK if you so choose to.
- 4.1.2 Tech support where relevant to the Fixerly system, is offered by way off email using network@fixerly.co.uk during set up and design phase for attachment

transmissions. If What's App, SMS, telephone calls or any other methods have been used prior to licensees joining, this will cease upon joining and move across fully to network@fixerly.co.uk. This is the best form of communication as it has audit trail and additional people can also give additional support if needed with history of the support request visible on the CRM system. A mentor offering is available as detailed on the Fixerly website.

- 4.1.3 The licensor ongoing throughout the life of the franchise agreement will make reasonable number text edits if asked to the licensee's web page at no charge.

5. Licensee's Rights and Obligations

- 5.1.1 The licensee shall be fully responsible for its own business activities when using the Fixerly system. For any & all activities & be totally responsible for all works carried out with respect to the stated purposes.
- 5.1.2 The Licensee shall, subject to any contracts into which it has entered with third parties, be the sole owner of any product sold / service supplied resulting from the stated purposes & any / all guarantees for the works & products supplied.
- 5.1.3 The Licensee shall use its reasonable endeavours to ensure that the stated purposes for work are carried out to a high standard. Must not fall foul which is commensurate with best practice in the relevant industry & in compliance with any & all relevant standards, employment law, required insurances, tax laws, taxes, codes of practice, statutes, insurances, H&S, regulations of any relevant nature etc. Must stay up to date on all compliance, regulations, and UK requirements as appropriate.
- 5.1.4 No 14 day cooling off period will be accepted if requested from the point we start to create your digital business assets which many if not most are personalized and very much bespoke just for you and your business using the specific information for your new business that you would have supplied to us prior to us commencing work / set up for you and your business (typically on an information sheet with I.D you will complete and send to us for validation). All digital goods tailor-made personalised items for your new business will be commenced upon with design and creation within 24 working hours of receiving your payment and information sheet, all digital services are typically completed within 5 – 7 days dependent on waiting for certain replies & details from you if you proceed with us as a new franchisee.
- 5.1.5 In the event that the licensor requires samples of the licensees latest printed & digital marketing being used to make sure of standard network branding, the licensee shall provide this to the licensor within 7 working days. The licensee needs to buy (if they choose to need more) and use the latest standard templates to meet colour, logo and design match throughout the network. The licensee must buy reorders from the licensors at reasonable prices set out in the business guide the licensee gets full access to upon joining to ensure consistent branding.
- 5.1.6 The licensee will be provided a bespoke domain professional email with e-signature (company logo, licensees Tel numbers, email, website, licensees name) which they should use on all business matters some which include when dealing with their customers and also when emailing the licensor Fixerly. The licensee must start using their new email within 48hrs of receiving it and can change password and keep this secret to themselves.

6. Payment, License & Royalties

6.1.1 On the effective date, the licensee would have already paid to the licensor.

6.1.1.a.1 the **sum of £2,995** (1 off joining fee) already paid in full.

6.1.1.a.2 **£0.00 royalties or commission** ever charged on any work.

6.1.2 Payment, Royalties & License Fees

We are so confident in you succeeding with your Fixerly business, that we allow you to leave your franchise whenever you want subject to minimum 1st years payments having been paid of just £99 p/m which covers ongoing email, web hosting and associated costs HQ has and for use for the Fixerly registered trademark itself (the license). It is also instead / in lieu of you never paying royalty / commission on your turnover. The small monthly payment of £99 (or £59 p/m if the yearly maintenance fee is chosen) needs to be set up on a recurring payment method with the 1st payment to be made upon completion of on-boarding – GO LIVE of your business which HQ will advise you upon this. HQ will send you a link to set up this payment. You will not have to make any other payments '**Guaranteed Promise**' and no hidden fees whatsoever.

Physical products are included upon start as 1 off starter pack all as listed [www.fixerly.co.uk/included](http://www fixerly.co.uk/included)

6.1.1 Lessor's Warranties

Lessor hereby warrants and represents that:

6.1.1.a.1 it has the right to enter into this agreement.

6.1.1.a.2 the brand is/are owned solely, exclusively, and absolutely by the licensor and that the licensor is free to license it/them to the licensee.

6.1.1.a.3 no third party has any right, title or interest in the brand nor has claimed the same at any time prior to the effective date.

6.1.1.a.4 to the best of its current knowledge and belief, & after due & diligent enquiries and successful registration of the Fixerly brand, the brand is/are not being infringed (nor threatened to be so) by any third party as at the effective date.

6.1.1.a.5 VAT is currently not being charged on license fees & physical products (optional extra) at the time of this agreement. Any changes will be notified at least one full calendar month to licensees.

6.1.1.a.6 to the best of its current knowledge & belief & after due diligent enquiries, no third party has either brought or is currently bringing (or threatening to bring) any challenge, claim or proceedings with respect to the brand including, but not limited to, those pertaining to opposition, cancellation, revocation, or rectification.

6.1.1.a.7 all work / job enquiries always go directly to the licensee using your dedicated business email we at HQ provide fully included (no charge) or your own telephone number you provide. The licensor does not charge any royalty % and does not need to know and is not responsible for the jobs themselves in any way. The brand and the licensor do not guarantee any levels of jobs / workflow whatsoever, it is up to the licensee to develop their own franchise business to its true potential with some guidance being detailed within the franchise

resources guide each licensee receives. The franchisor does have a mentor programme to further enhance skills if needed (see the Fixerly website optional extras) at very reasonable costs.

- 6.1.1.a.8 nothing in the brand is offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory, or discriminatory, and nothing in the brand will infringe the common law or statutory rights of any third party.
- 6.1.2 The licensor gives neither warranty nor makes any representation with respect to the validity, utility, subsistence, or enforceability of the brand.

7. **Licensee's Warranties**

The licensee hereby warrants and represents that:

- 7.1.1 it has the right to enter into this agreement.
- 7.1.2 it shall pay all sums due under this agreement and it shall not exceed the rights granted by this agreement. If payments within the term of the franchise are not commenced or late and after the remedy and notice period have expired, the licensor can request the remaining months balances to be paid all in advance and will become payable at that point.
- 7.1.3 The licensee or any suspected attributed by them, shall not bring the company into disrepute, slander, make public statements including both on and offline (digital & print), make threats against the brand or management that would aim to give harm during the full term of the franchise license. Any early ending franchise agreement as authorized by the franchisor, will still enforce this clause 7.1.3 for the full 5-year duration. A licensee can be temporarily suspended if a breach has not been remedied, brought the company into disrepute or suspected disrepute, slander the company/the licensor or unreasonably act against the licensor, its staff or member of the public or clients of the licensee in a way that the licensor feels compromises the brand or gives harm in any way.
- 7.1.4 The licensee further warrants to accept the determination made by the licensor for each and every stage and step of the creation of the licensees business assets and further determines if and when the elements are completed and fit for purpose.
- 7.1.5 The licensee warrants that they will be a major percent owner of their business that they appointed to operate the franchise. Clarity reasons would mean that a partnership or sole trader would have at least 50% ownership of the business with major control for decision making being owned and influenced by the licensee in this agreement. If a limited company is the choice of entity to operate the franchise for the licensee, then during full term of the franchise, the licensee needs to be a formal director and shareholder of at least 51% in order to assert influence on major decisions and operations of their limited company and in turn the franchise.

8. **Indemnity**

- 8.1.1 The licensee shall indemnify and hold harmless the licensor against any claim, loss, financial or brand damage, proceedings, settlement, costs or expenses howsoever arising, directly or indirectly, as a result of any breach or non-performance by the Licensee of any of its obligations, undertakings or warranties as set out in this agreement.

9. **Limitation of Liability**

- 9.1.1 Without prejudice, the Licensor shall not have any liability to the Licensee with respect to any loss of revenue, profit, use of money, anticipated savings, goodwill, business, opportunity, reputation or any other indirect or consequential

loss or damage (whether foreseen, foreseeable, known or otherwise) which may arise out of this agreement or any other contractual [or non-contractual] matters arising. Work / lead opportunities come direct to franchisees and no volume of this is guaranteed. The licensor provides upon joining what is stated on its website clearly listed www.fixerly.co.uk/included, however on its own choosing, can alter, remove or add to this at any time as part of the Fixerly system. On the same page a link titled 'Optional Extras' which a franchisee can purchase in the future. Websites can have technical issues / downtime / losses beyond the franchisors control and no claim is accepted whatsoever if this ever arises.

- 9.1.2 The provisions of this Clause 10 shall apply to all liability whether arising in contract, tort (including the tort of negligence) or otherwise.
- 9.1.3 Nothing in this Clause 10 or this agreement shall exclude the licensor's liability for death or personal injury arising out of its own negligence, nor shall it exclude the licensor's liability for any other matters for which the licensor may not exclude liability under any applicable law.

10. Proceedings

- 10.1.1 The licensee shall inform the licensor immediately if it becomes aware of any:
 - 10.1.1.a.1 Infringement, actual or suspected, of any of the brand;
 - 10.1.1.a.2 Challenge, claim or proceedings with respect to the brand including, but not limited to, those pertaining to opposition, cancellation, revocation or rectification; or
 - 10.1.1.a.3 Claims that the brand infringe(s) the rights of any third party.
- 10.1.2 In the event of any infringement or claim arising under sub-Clause 11.1:
 - 10.1.2.a.1 the licensor shall determine the action to be taken.
 - 10.1.2.a.2 the licensor shall be solely responsible for the conduct of any claims or proceedings.
 - 10.1.2.a.3 the licensee shall provide all reasonable assistance that may be reasonably required by the licensor in order to conduct any claims or proceedings.
 - 10.1.2.a.4 the licensor shall be solely entitled to any and all sums recovered from a third party in such claims or proceedings.

11. Confidentiality

- 11.1.1 The licensee undertakes that they shall, except as provided by some of the exceptions below or as authorised in writing by the licensor, at all times during the continuance of this agreement and a minimum 1 year after its termination:
 - 11.1.1.a.1 keep confidential all confidential Information.
 - 11.1.1.a.2 not disclose any confidential Information to any other party.
 - 11.1.1.a.3 not use any confidential Information for any purpose other than as contemplated by this agreement.
 - 11.1.1.a.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 11.1.1.a.5 ensure that (as applicable) none of its directors, officers, employees, agents, or advisers does any act which, if done would be a breach any of these requirements.
- 11.1.2 Each party may disclose any confidential Information to:

- 11.1.2.a.1 any governmental or other authority or regulatory body; or
 - 11.1.2.a.2 any of their payroll employees or officers only as appropriate and reasonable.
- 11.1.3 Disclosure under sub-Clause 12.1.2 may be made only to the extent that is necessary for the purposes contemplated by this agreement, or as required by law. Unless the recipient is a body described or is an authorised employee or officer of such a body, the disclosing party must obtain and submit to the other party a written undertaking from the recipient to keep the confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 11.1.4 The provisions of this Clause 12 shall continue in force in accordance with their terms, notwithstanding the termination of this agreement for any reason.

12. Term and Termination

- 12.1.1 This agreement shall come into force on the effective date and shall continue in force for a period of 5 years with a **1 year only minimum** requirement having been fulfilled or at least paid in way of license fee at £99 p/m unless otherwise terminated in accordance with this Clause 12.1.3. If one year minimum payments are not made within the payment process as described in 12.1.2 then the 5 year term payment balance becomes due. Licensees received a considerable discount when they joined the network and only paid £2,995 representing the design, creation and one off joining fee discounted from the standard price that should have been £6,535. The minimum 12 months term assists the licensor to get back some of the discount given against the joining fee and having a licensee operating in their choice of area assists the licensor with their brand development strategy. At the end of 5 years, the licensee will **automatically be re-offered** another new 5-year agreement but not necessarily the same in terms but **at no re-joining charge (free)** then the same again after that term.
- 1.2 Either party has the right to terminate this agreement immediately by written notice if the other has committed a material breach of this agreement unless such breach is capable of remedy in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within one calendar month after a formal written and verifiably sent notice to do so has been served. Suspension with immediate effect can happen if a licensee commits or the franchisor is led to believe that a major breach or allegation is made that could result in the whole of the franchise network and brand being put into a damaging reputation situation.

In the event that a shortfall, non-payment or initial activation upon GO-LIVE for the monthly license fee of £99, the licensee shall immediately pay to the licensor any such shortfall within 3 working days of notification of default notice given and re-establish a new standing order or method the franchisor requests. In the event that subscription for payment is not made, activated, re-activated or created then, after 3 days' notice has been emailed to the licensee and the 3 days have passed, the digital assets can or will be deactivated / paused / taken off-line. These will be reactivated once the licensees account – monthly maintenance fee is back in good standing. If this still does not happen and the default continues or it happens for a 2nd time after appropriate notice period then, any remaining months due from the 12 months minimum will all become due at that point. If there is multiple monthly payment defaults and/or the licensee refuses for whatever reason to remedy the payment defaults, then the licensor can/will create a comprehensive document detailing all franchise brand works carried out to date from order

through to design to GO-LIVE etc to show the default licensee all the work that has been carried out for them. A creation fee of £55 will be charged to the licensee to cover the costs of time to create the document. If a direct debit or payment is late a total 3 times over any 12 months minimum, then the remaining balance will have an invoice raised for the full amount and the ability to pay monthly will no longer be an option with the full balance becoming due within one calendar month.

12.1.2 Upon the termination of this agreement for any reason, the licensee shall:

12.1.2.a.1 subject to the provisions of sub-Clause 14.1.1, cease any and all use of the brand (save for any use covered by any other agreement which remains in force);

12.1.2.a.2 subject to the provisions of sub-Clause 14.1.1, cease any and all use of any brands which are confusingly similar to the brand (save for any use covered by any other agreement which remains in force);

12.1.2.a.3 return any and all materials supplied to it by the licensor under this agreement including any and all copies or purchases made by the licensee including stationery which will be destroyed by the licensor. workwear can be kept but must have logos removed and sent again back to the licensor.

12.1.2.a.4 Any material breach that the licensee has not remedied after 30 days has lapsed since notification, will lead to the licensee having all their digital products fully deactivated then deleted. Digital assets that are deleted for example licensees Zoho email, webpage, videos, portal etc will not be able to be retrieved ever after deletion has taken place and will result with in all data being irretrievably / lost. The franchisor reserves the rights as it is their domain email upon termination or suspension if needed, examine the content of emails that could be part of bringing the Fixerly brand into disrepute or even suspected fraud being committed by the licensee. The franchisor is not responsible in any way for checking, safeguarding or dealing with any matters regards the content of emails via the franchisees dedicated email account. The licensee is solely responsible for all matters and content within their dedicated email account.

12.1.2.a.5 pay any and all outstanding sums under this agreement which, on termination, shall become due and payable within one calendar month of the date of termination.

12.1.3 The licensee shall continue to pay the £99 p/m fee on-going or are under dispute with any third-party customer of the licensee or franchisor. If there is a breach of the agreement that is not remedied and these includes any suspension or termination for damaging reputation of the Fixerly brand, bringing the company into disrepute or acting in a way both personal or in a business way, that the franchisor feels is unjust, unwarranted is not in good keeping with the franchise network or if one year minimum payments are not made and a franchise is ultimately suspended or terminated, then the full 5 year term is due payable within 1 calendar month with the 1 year minimum term option not available to the licensee any more.

13. Non-Assignment of Agreement

The licensee shall not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

14. Notices

14.1.1 All notices under this agreement shall be deemed served if actioned via a Royal Mail online official portal and or by 'Fixerly' official company system email account.

15. Force Majeure

Neither party to this agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

16. No Waiver

The parties agree that no failure by either party to enforce the performance of any provision in this agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

17. Severance

The parties agree that, in the event that one or more of the provisions of this agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this agreement. The remainder of this agreement shall be valid and enforceable.

18. Law and Jurisdiction

18.1.1 This agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

18.1.2 Any dispute, controversy, proceedings or claim between the parties relating to this agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE 1

IN WITNESS WHEREOF this agreement has been duly executed by & dated as below:

SIGNED by The Licensor

Dominic Booth
DIRECTOR

Dated:

SIGNED by The Licensee

Dated:

CONFIDENTIAL

2 x ID'S

CONFIDENTIAL

SCHEDULE 2

Fixerly “FIXERLY”

Building maintenance and repair.

STATUS:

MARK TEXT:

REGISTERED

Owner(s) name

Fixerly Ltd

Correspondence address:

Portland House, Belmont Business Park, Durham, England, DH1 1TW

Country of Incorporation

United Kingdom

Company registration number

11405742

SCHEDULE 2

The Stated Purposes

Building, maintenance, and repair