



CLUB LICENCE

THIS AGREEMENT is made on the day of 20__.

BETWEEN:

Business over Breakfast Ltd T/A BoB Clubs
("The Licensor") whose registered office is located at:
64, Castle Road East, Oldbury, West Midlands, United Kingdom B68 9BG

And

("the Licensee")

The Licensor agrees to grant an exclusive licence to the above named person or company to operate a single **Business over Breakfast (BoB)** club as shown in point 1 below of the allowing use of the website, corporate branding, logo, online payment system, online club administration system, online AIMS (Automated internet marketing system), documentation, systems and procedures that are the property of Business over Breakfast Ltd T/A BoB Clubs. Provided that the licensee agrees to the following:

1. Club Name

The licensee will be authorised to open and operate a single BoB club in **BROMSGROVE** (Worcestershire) upon signing this agreement and paying for the licence as specified in point 7 of this agreement. The licensee can should they so wish request that the name of the above club be changed and moved to another local town or city within 10 miles of Bromsgrove. However, the new location should be at least 5 miles from any existing club.

Whilst this agreement is in place, the licensor will not sell a licence to, or permit any other person or organisation to operate Business over Breakfast/BoB clubs in the town/city shown in point 1 or within 5 miles of Bromsgrove, unless an existing club already operates within 5 miles of Bromsgrove; unless with the agreement of the above named licensee. Provided that the terms and conditions of this agreement are adhered to and that performance standards are met and maintained.

1.2 Cost of the Licence/Franchise

The cost of the licence shall be **£5,000** for the club shown in point 1 above.

1.3 Setup Cost

A one off charge of **£500** for system & payment system setup /online training will be made to setup the above club on the BoB online system and provide PayPal payment gateway to the above named licensee.

1.4 Additional clubs

The current cost of each additional club/s is £4,000 and will be covered by and additional licence agreement. Additional clubs will not incur a setup charge, but should additional training or a club visit be required an additional charge will be made for this.

2. Name of Club/s

The Licensor agrees to only operate clubs under the name of **Business over Breakfast** and/or **BoB clubs**. Should the licensor decide to rename the clubs for whatever reason in the future the licensee also agrees to change the name their club/s.

3. Club branding

The licensee agrees to only use the current and any future branding and/or logo and colours (which is protected by Trademark) which have been developed by the licensor. Should the branding be changed/amended by the Licensor the Licensee agrees to change the branding and/or logo at their cost. Current BoB Club branding must be used on all media including but not limited to brochures, business cards, leaflets, Social Media websites, emails etc

4. Documentation and Artwork

All current and future documentation shall be provided to the licensee by the licensor. However, most of this documentation is easily downloadable from the website on hidden pages. Artwork for all marketing material (business cards, brochure, signage etc) will be made available to the licensee and can be downloaded from hidden pages of the website. This and only this artwork is to be used by the licensee. Should a Licensee develop any manuals, guides or other information that relate to training or operation for members, leadership teams or the general betterment of BoB clubs they agree that they will provide this to the Licensor so that they can if the Licensor decides to do so, be used in BoB clubs around the World. By doing this allows us to continually improve the organisation for the benefit of members, leadership teams, Area Coordinators, Licensees, Franchisees and Country Directors.

5. Website

New members details will be added to the website by the licensee (or their Area Coordinators if they have the authority to access this function) when they pay for their membership online or if cash/cheque payment is received or payment is received by bank transfer.

6. Online payment system

- a. The licensee agrees to setup and only use a PayPal Express Checkout account which will be integrated into the current website at www.bobclubs.com. The licensee will pay for the PayPal account, any monthly service charge and credit/debit card fees charged by PayPal. Should the licensor find a more flexible and/or cheaper card payment in the future each licensee agrees to change to that new card payment system at their own cost
- b. The licensor will fund the modifications required to additional website/back office functionality. However, should additional or modified functionality be requested by an individual licensee this will be considered by the Licensor and if approved the Licensee agrees to pay for modifications to be developed by wildesoftware.net. This will be charged at cost and paid directly to Wildesoftware.net by the licensee/Franchisee.
- c. The licensee will take payments from new members and renewing members of their clubs. The licensor will receive **15%** + VAT (where applicable) of the membership fees (excluding the registration fee and VAT/GST) paid by members of the licensee's club/s for both new membership and membership renewals. This amount is still payable to the licensor even if the member receives free or discounted membership.
- d. The licensor will invoice the licensee within the first week of the month for new and/or renewing members for the previous month.
- e. The licensee agrees to pay the invoice by BACS/Bank Transfer within 14 days of receiving the invoice.
- f. In the case of a club that is In Formation payments will be invoiced within the first 7 days of the following month after the official launch of the club.
 - i. Failure by the licensee to pay invoices within 14 days of the date of the invoice will incur a late payment penalty of 8%.
 - ii. Should the licensee fail to pay on time more than 4 times within any 12 month period, the licensor reserves the right to terminate this agreement.

7. Licence payment terms

On Signing agreement	Setup fee becomes due	£500
Within five days of signing agreement	50% of licence fee is payable	£2,500
60 days after signing agreement	Balance of licence fee is payable	£2,500
	Total payable	£5,500

All prices exclude VAT at 20%

7.1 Failure to pay as per the above schedule will allow the licensor to terminate this agreement without refunding any monies paid to the licensor, denying access to the online systems and to either take over the above named club in point 1 and be paid all monies received from all members of the club; or close the club and inform the existing members that they should contact the above named licensee for a full refund as per our Terms & Conditions

8. Online Administration system

- a. The licensor will provide the licensee with access to the existing online administration system
- b. The licensee will provide the licensor with a suitable user name and password
- c. The licensee agrees not to divulge either their user name or password to any third party outside of licensee's organisation
- d. Should the licensee become aware that their user name and password has been obtained by an unauthorised person the licensee will inform the licensor at the earliest opportunity. The licensor will then delete the existing user name and password and issue a new user email and password
- e. Each Leadership Team member at each of the licensee's club/s will be allocated a user name and password to give access to the required functionality of the online administration system
- f. The licensee will supply the licensor with user names and password for each Leadership Team member at each of the clubs they operate
- g. The Licensor will upload the Leadership Team user Names and password
- h. The licensee agrees to carry out the tasks as per the 'Licence holders/JV Partner Task List' which will be emailed to the Licence Holder on receipt of this signed agreement and payment.

9. Membership

- a. The licensee agrees to adhere to the pricing structure of the licensor, which the licensor will review annually normally on the 1st April or when appropriate at other times in the year. 60 days notice will be given should the licensor decide to increase the registration fee and/or annual membership fees.
- b. Membership to each club is for a period 12 months
- c. The licensee is authorised to offer 14 months membership for the price 12 to the first 7 members of the above named club.
- d. The licensee agrees to award a £20.00 Voucher (or similar value in other countries) to members of their club for each new member an existing member sponsors (only redeemable against that member's membership renewal). The Vouchers will be provided by the licensor or can be printed locally.

10. Terms & Condition

The licensee agrees to respect and adhere to the terms & Conditions of **Business over Breakfast Ltd**

To view current Terms & conditions please visit www.bobclubs.com/termsandconditions

11. Privacy Policy

The Licensee agrees to respect and adhere to the Privacy Statement of **Business over Breakfast Ltd** for the collection and use of personal information

To view current Privacy Policy please visit <https://www.bobclubs.com/privacy>

12. Refund Policy

The licensee agrees to respect and adhere to the Licensee's Refund policy

To view current Refunds Policy please visit www.bobclubs.com/refund

13. Procedures

- a. The licensee agrees to adhere to the procedures laid down by licensor.
- b. The licensee will ensure that all Leadership Team members of their clubs are trained for their role and carry out their duties as specified in the training as laid down in the club training manual.

14. Confidentiality

- a. Both parties agree not to divulge any information about the each other to any third party apart from their solicitors, Accountant or funding agencies without the prior consent of the other party.
- b. Both parties agree not to divulge information regarding this or any other additional licence agreement/s to any third party apart from their solicitor, Accountant or funding agency.
- c. The licensee will not divulge any information about Business over Breakfast (BoB) clubs, their procedures, their online marketing and/or administration system/s or their paperwork/documentation to any third party outside of the Membership of their clubs and their own organisation/company.

15. Performance

The licensee will be expected to open the club specified in point 1 of this agreement within the first 9 months of both parties signing this agreement. The club must have a minimum of 15 paid up members. Should a Licensee who has purchased the agreed club fail to launch that club within 9 months they agree to offer a full refund of the one off registration fee to each member as per our terms & conditions. Alternatively, if any member could be transferred to another local BoB club operated by the Licensor or another existing licensee, the licensee of this club agrees to transfer all monies received to either the Licensor or the other existing licensee, to the club where the membership can be transferred to

16. Restrictions

The licensee agrees **not to:**

1. Take on a licence or Franchise or associate to operate business networking/referral clubs within the UK while being a licence operator for Business over Breakfast Ltd at any time whilst being a BoB Clubs Licensee, for a period of 24 months after the licensee terminates or sells their licence or the licensor terminates this licence agreement.
2. Open any other business clubs for any other licence/franchise operation or within their own company or any company that they own or are in anyway connected with, within 50 miles of the above town/city show in point 1 whilst being a licence operator for Business over Breakfast Ltd/BOB Clubs for a period of 24 months after the licensee terminates or sells their licence or the licensor terminates this licence agreement.
3. Promote/market membership to any other business networking clubs within the UK while being a licence operator for Business over Breakfast Ltd or for a period of 24 months after the licensee terminates or sells their licence or the licensor terminates this licence agreement.

17. Review of licence agreement

The first review will take place 6 months after of the signing of this agreement therein and after reviews will take place every 12 months.

18. Termination

- a. The licensee has the right to terminate the licence agreement giving 30 days notice. The licensee would then have the right to resell their licence for the club specified in point 1 of this agreement. The licensee agrees to pay the licensor 15% of the value of the sale of the club specified in point 1 of this agreement. Should the Licensee fail to sell their licence within 6 months the club will be assigned back to the Licensor
- b. The licensor retains the right to resell the licence to another licensee should the current licensee decide not to continue operating Business over Breakfast Ltd/ TA BoB Clubs in the areas specified in point 1 of this agreement.
- c. Should the licensee fail to meet the targets outlined in point 15 of this agreement the licensor retains the right to sell a licensee to another person for the area outlined in point 1 of this agreement. However, the club that the Licensee has opened and launched (with 15 or more

members) will be assigned back to the Licensor, whereas clubs that have not yet been launched (which have 14 or fewer members) will be closed and the Licensee agrees to refund all monies received from those members who have paid their one off registration fee (provided that those founder members have attended a minimum of 80% of the meetings) as per our Terms & Conditions

d. Should the licensee decide to sell their licence to another person; the licensee agrees to pay the licensor 15% of the amount received from the sale of the licence. Should the licensee sell their licence; the new licensee will be required to enter into an agreement that is identical or similar to this agreement. The sale will not be allowed to go ahead until a new licence has been put in place and signed by the new licensee and the Licensor

e. In the event of the licence being sold. The original licence holder agrees to pay the Licensor the additional sum of £500+expenses (should it be necessary to carry out onsite training or attend a meeting) +VAT to cover the costs of setting up the online systems and carry out training for the new licensee, this payment also includes a starter pack as outlined in point 20 of this agreement. The original Licensee can if they so wish charge the new licensee this amount in addition to the licensee fee they are charging. However, this amount will be payable to the Licensor, or this amount becomes payable to the Licensor by the new Licensee

19. Licence costs

- a. The licensor is offering a licence to operate a single BoB club in the town or city specified in point 1 of this agreement for a one off payment of £5,000 which gives the exclusive licence rights to use the club management system for that club.
- b. The licensee agrees to pay the licensor royalty fee of 15% of the annual membership fee (excluding the registration fee) from members of each club they operate each year, from both new members and renewing members.
- c. Should the licensee decide to discount the membership fee and/or not charge a membership fee for any member of any of their clubs an amount equal to a royalty fee of 15% of the normal membership fee will still be payable to the licensor.
- d. Optionally, the licensee agrees to pay the licensor a maximum amount of £175 +Expenses (fuel, travel, accommodation etc.) + VAT to attend the inaugural meeting of their first club. Should the licensee request that the licensor attends additional meetings then the licensee will pay the licensor an amount of £175 + Expenses (fuel, travel, accommodation etc.) +VAT for each additional attendance.

20. Included in the licence agreement

The following items will be included in the licence/Franchise agreement:

1. 250 BoB business cards
2. 15 x membership packs (inc BoB badge and other contents)
3. 75 x BoB Brochures
4. 250 referral slips
5. 1 x BoB Pop up banner
6. 25 x Name badge holders
7. 25 x Table Card Holders
8. 25 x £20 new member sponsorship vouchers
9. 1 x Members business card box
10. 1 x Chairman's Guide (this can also be downloaded from www.bobclubs.com)

21. NOT included in the licence

The following items are **not** included in the licence agreement

1. Additional BoB business cards
2. Additional Membership packs *1
3. Additional Members Business card box
4. Additional BoB brochures*1
5. Additional BoB Referral slips*1
6. Replacement items

*1 The licensor's printer (printing.com) will provide the artwork to the licensee/Franchisee to enable the licensee to have the items printed locally OR they can be purchased from the licensor at cost price plus a charge for administration, postage/courier, packaging and VAT. Should the

Licensee/Franchisee decide to have printed media printed locally the Licensee/Franchisee agrees that all current branding will be adhered to and that before approving printing that they will submit samples to the Licensor for approval

*2 The licensee/Franchisee will be able to purchase these items from the licensor at cost price plus a small charge for administration, postage and packaging and VAT OR the licensee can purchase them directly from the licensor's printer or have them printed locally at their expense All printed material must be approved by the licensor BEFORE printing

All merchandise ordered from the licensor will be provided on a payment with order basis.

NOTE: All figures above exclude VAT

22. Agreement

Both parties have read and approve the terms of the foregoing agreement

Signed: _____

Signed: _____

Print Name/Title: Geoffrey Cox

Print Name/Title: _____

On behalf of: Business over Breakfast Ltd

On Behalf of: Licensee/Franchisee

Dated: _____

Dated: _____

CONFIDENTIAL