



**CONTRACT:
FRANCHISE AGREEMENT**

Please note that this Agreement should be drawn up to suit the particular club and both parties should have it checked legally.

(reviewed June 2011)

Agreement with Golf Club in connection with the appointment of the Catering Franchise

Name of Person to Whom the Catering Franchise Awarded

..... will be appointed by the Club, his/her status will be that of a self-employed person who would be liable for matters connected with National Insurance, Income Tax, VAT, entering staff wages and records, provision of employers' personal injury insurance, freezer contents insurance and the purchase and supply of all foodstuffs necessary for the proper provision of the agreed service.

The provision of public liability insurance will be matter of separate agreement between the Franchisee and the Committee of the Club.

It is a condition of employment that reside in the Club flat which is provided solely in connection with this appointment. and any family shall during the currency of the appointment and for the convenience of that appointment have the use of the service occupancy of the Club accommodation provided for the appointment and such right of occupancy being determinable automatically upon the termination of the appointment.*

During the appointment of the service occupancy of the accommodation will be provided rent free, in return for this he/she will be responsible for the security of the Clubhouse premises, work and time in connection therewith including the opening and securing of the Clubhouse and the operation of the alarm systems.*

Under the terms of the service occupancy agreement the Club will be responsible for the keeping in repair of the structure of the buildings; to keep in repair and proper working order the installations for the supply of water, gas and electricity, sanitation, heating and water heating, and to decorate the exterior of the building.*

Under the terms of the service occupancy agreement will be responsible for the use of the property in a responsible manner without nuisance or annoyance and the conduct of his/her own household and any others including visitors; to occupy the accommodation as his/her principle dwelling in connection with his/her appointment; and not to permit the use of the property in

connection with any business, trade or profession; to keep the interior of the building in good decorative order, clean and tidy; to repair or reimburse the Club the cost of making good any damage caused; not to assign any part of the dwelling and to give Club Officials, their agents, contractors or works people reasonable facilities for entering the premises for the purpose of inspection and for carrying out any work that might be necessary.

Under the terms of appointment the Club undertakes to provide Kitchen and Dining Facilities and the maintenance of all fixtures and fittings; crockery and cutlery and all cooking equipment which will be maintained to the required standards of hygiene and safety; electricity, gas and water free of charge.

Under the terms of appointment undertakes to provide a comprehensive catering facility for the Club members, Guests and Visitors; to provide ancillary staff needed to provide the catering service; the hire of additional staff for functions; table decorations, napery, tea towels, oven cloths and laundering.

Under the terms of appointment undertakes to maintain high standards; accepts full responsibility and liability for all costs and expenses involved. The Club accepts no responsibility or liability for any costs, expenses or charges involved, however incurred.

(Job description and details of principle duties – See GCMA Library document 2003)

The Franchisee will pay to the club the sum of £..... per week/month or part week/month whilst he/she continues to deliver the service to a standard acceptable to the Committee and in the format agreed.

Under the terms of this agreement, one [1] month's notice is required in writing to be given by either party to terminate the contract.

This Agreement is effective from 20

Signed: (Franchisee)

Printed:

Dated:

For and on behalf of Golf Club

Signed: Printed:

Dated:

Witnessed

Signed: Printed:

Dated:

*Use/Delete paragraphs where appropriate