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**A2Z Services**

**Deed of Prior Representations**

DEED OF PRIOR REPRESENTATIONS

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| **PARTIES** |
| **Franchisor** | A2Z Service (Franchise) Pty Ltd t/a A2Z Services ACN: 661 642 557 **Address**: 1765 Davidson Road, Munro Plains, QLD 4854 |
| **Franchisee** | **Name**: [insert] (ACN [insert])**Address**: [insert] |
| **Guarantor** | **Name**: [insert] [if more than one, insert both]**Address**: [insert] |

# BACKGROUND

### The Franchisee has requested that the Franchisor grant to the Franchisee a A2Z Services franchise on the terms and conditions of the franchise agreement provided to the Franchisee concurrently with this deed (**Franchise Agreement**).

### The Guarantor has offered to guarantee the obligations of the Franchisee.

### The Franchisor, the Franchisee and the Guarantor have agreed to record in this deed all representations made to the Franchisee which were relied upon by the Franchisee or the Guarantor prior to entering into the Franchise Agreement.

# PRIOR REPRESENTATIONS

## REPRESENTATIONS

## The Franchisee and Guarantor warrant that any representations set out in Schedule 1 are an exhaustive list of the representations (including but not limited to oral representations) that have been made by the Franchisor (**Prior Representations**) or any of its authorised representatives (**Authorised Personnel**), which have been relied on by the Franchisee and the Guarantor prior to making the Franchise Agreement.

## ACKNOWLEDGMENT BY FRANCHISEE

The Franchisee acknowledges that, subject to the Prior Representations in Schedule 1, no other representations have been made by the Franchisor or its Authorised Personnel to the Franchisee or the Guarantor.

# PLEADING AS A BAR

This deed may be pleaded by the Franchisor as a bar in any legal proceedings.

# GENERAL

## GOVERNING LAW AND JURISDICTION

This deed is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum. This clause does not apply to circumstances in which the proceedings have been brought in connection to the Franchise Agreement. In these circumstances, the relevant clause in relation to proceedings and jurisdictions and as set out in the Franchise Agreement will apply.

## AMENDMENTS

This deed may only be amended in accordance with a written agreement between the parties.

## WAIVER

No party to this deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

## SEVERANCE

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this deed is not limited or otherwise affected.

## JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

## ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of the other party.

## COUNTERPARTS

This deed may be executed in any number of counterparts. Each counterpart constitutes an original of this deed and all together constitute one deed.

## ENTIRE AGREEMENT

This deed embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or deed, express or implied, in relation to the subject matter of this deed.

## INTERPRETATION

* + 1. (**singular and plural**) words in the singular includes the plural (and vice versa);
		2. (**gender**) words indicating a gender includes the corresponding words of any other gender;
		3. (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
		4. (**person**) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
		5. (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
		6. (**this deed**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
		7. (**document**) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
		8. (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
		9. (**includes**) the word "includes" and similar words in any form is not a word of limitation; and
		10. (**adverse interpretation**) no provision of this deed will be interpreted adversely to a party because that party was responsible for the preparation of this deed or that provision.

**Executed as a deed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (date)

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| **Signed, sealed and delivered as a deed** by **A2Z Service (Franchise) Pty Ltd (ACN 661 642 557)** in accordance with section 127 of the *Corporations Act 2001* (Cth): |
|  |  |  |
| Signature of Michael De JongSole director/ secretary |  |  |

|  |
| --- |
| **Signed, sealed and delivered as a deed** by the **[insert Company] (ACN [insert])** in accordance with section 127 of the *Corporations Act 2001* (Cth) |
|  |  |  |
| Signature of director |  | Signature of director/secretary |
|  |  |  |
| Full name of director |  | Full name of director/secretary |

|  |
| --- |
| **Signed, sealed and delivered as a deed** by [**insert guarantor name**] in the presence of:  |
|  |  |  |
| Signature of guarantor |  | Signature of witness |
|  |  |  |
| Full name of guarantor |  | Full name of witness  |
|  |  | Address of witness  |

1. – PRIOR REPRESENTATIONS

**Franchisee:**

I, *(insert name)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the [director] of [insert Company name ACN [insert]], have relied upon the following Prior Representations made to me by the Franchisor or its Authorised Personnel prior to entering into the Franchise Agreement.

**Guarantor:**

I, *(insert name)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the guarantor of the Franchisee, have relied upon the following Prior Representations made to me by the Franchisor or its Authorised Personnel prior to entering into the Franchise Agreement.

**Prior Representations**

*Please insert details of all Prior Representations you have relied upon into the tables below. The questions set out in each section are examples only and are not intended to be the only potential Prior Representations that could have been made. Do not solely rely on these examples – there are many other possible Prior Representations.*

|  |  |
| --- | --- |
| **Finance** | *Has the Franchisor or its Authorised Personnel made any representations to you about potential income, revenue, profitability or any other similar financial statements about the franchised business?*  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Marketing and Territory** | *Has the Franchisor or its Authorised Personnel made any representations to you about:** *any marketing or other promotional activities that it will undertake specifically for your franchised business?*
* *the number of potential leads, customers or clients you may receive?*
* *the territory of the franchised business, such as exclusivity and the potential customer base?*
 |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Operational** | *Has the Franchisor or its Authorised Personnel made any representations to you about:** *any additional training or special assistance it will provide to you?*
* *discounts, special pricing or waivers on any additional costs associated with the franchise?*
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **Other** | *Have you relied upon any other Prior Representations?*  |
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