



LA JOLIE RONDE MARKETING LICENCE AGREEMENT

LICENCE NUMBER :

1 Parties

1.1 La Jolie Ronde Limited of 43 Long Acre, Bingham, Nottinghamshire, NG13 8AG ('the Company') and

1.2 'The Prospective Licensee'

Name:

Full address
(including postcode):

2 Commencement date

This agreement shall commence on the date signed by the prospective licensee and shall continue until either the prospective licensee signs a La Jolie Ronde licence agreement, or for a period of six months, whichever occurs sooner.

3 Scope of Licence

This licence allows the prospective licensee to set up and actively market a language teaching business, with the aim of operating under licence to La Jolie Ronde, teaching the following programmes:

- Baby and Toddler programme for 0 to 3 year olds
- Nursery programme for 3 to 5 year olds
- Structured course for 5 to 11 year olds

4 Post Commencement and Termination

4.1 Where, in the opinion of the Company, (judged by marketing activities and/or results), a prospective licensee is not pro-actively marketing, the Company reserves the right to terminate this agreement on written notice of not less than two calendar weeks, or to allow an additional prospective licensee or licensees to market in the same geographical region.

4.2 This agreement is not assignable by the prospective licensee.

5 Post termination

In the event of termination of this Agreement, the Licensee shall:

- 5.1 Return all materials belonging to the Company (including but not limited to marketing and promotional materials and taster session materials), promptly and in any event, within one calendar week of notice of termination.
- 5.2 Return all business details related to dealings between the prospective licensee and the Company.
- 5.3 Failure to return all materials belonging to the company in the timescale defined in 5.1, will cause the licensee to incur a fee payable to the company of £50 for each week the materials are outstanding.

The prospective licensee shall not, at any time thereafter:

- 5.4 Use any of the Company's marketing or resource materials, method, or system unless this is prior agreed in writing by the Company.
- 5.5 Enjoy the use of the marks, trade names of the Company and other property rights owned by the Company.
- 5.6 Purport to be associated with the Company.

6 The Prospective Licensee's obligations

In order to maintain the highest quality standards throughout the Company's network, and to keep the Company's reputation and its intellectual property rights, the prospective licensee shall:

- 6.1 Purchase a marketing pack.
- 6.2 Complete a personal information form in the format required by the company. All information provided shall be accurate and correct to the best of the Prospective Licensee's knowledge.
- 6.3 Travel to meet with an assigned Area Support Advisor.
- 6.4 Observe lessons given by an active La Jolie Ronde Licensee.
- 6.5 Complete an enhanced disclosure application.
- 6.6 Carry out the marketing training as provided by the company.
- 6.7 Commit to set up a language teaching business.
- 6.8 Provide internet access, email address and telephone with answer phone to support the business (email address and answer phone messages should all relate to the business).
- 6.9 Take part in regular support calls with both the company and the assigned Area Support Advisor.
- 6.10 Commit to becoming a Licensee.
- 6.11 Abide by all company policies and procedures
- 6.12 Agree to keep confidential all information relating to the company, both during the period of the agreement and at all times following termination of the agreement.

7 The Company's obligations

- 7.1 Provide training regarding setting up a language teaching business and promoting that business in the local area.
- 7.2 Provide promotional materials to support marketing activity.
- 7.3 Provide support both from Head Office and a dedicated Area Support Advisor.
- 7.4 Provide sample lessons to give confidence in presenting the La Jolie Ronde programme.
- 7.5 Provide support to determine business viability.

- 7.6 Facilitate the processing of the enhanced disclosure application
- 7.7 Provide support through to becoming a licensee.

8 Fees payable by Licensee

The Prospective Licensee shall pay the Company the fee in force at the time of this agreement for the Marketing Pack. All paid fees are non-refundable.

9 Secrecy

The Licensee agrees with the Company: -

- 9.1 Not at any time (during or after the expiry hereof) to divulge or to allow to be divulged to any person any confidential information relating to the Company's business or teaching methods or its pupils.
- 9.2 The prospective licensee may during the course of this Agreement, teach pupils other than under the name La Jolie Ronde and such teaching may be for the prospective licensee's own account or on behalf of another person firm or company. In the event of such other teaching, the prospective licensee may not use materials, or confidential or copyrighted matter provided by the Company.

10 Nothing in this Agreement shall be deemed to imply the relationship of partners or of employer and employee between the Company and the prospective licensee.

11 Either party shall be entitled forthwith to terminate this Agreement by written notice to the other (as defined in clause 4.1) if: -

- 11.1 that other party commits any substantial breach of any of the provisions of this Agreement;
- 11.2 a receiver is appointed over any of the property or assets of that other party;
- 11.3 that other party commits an act of insolvency;
- 11.4 that other party ceases, or threatens to cease, to carry on business;
- 11.5 the prospective licensee is cautioned or convicted of any offence involving children;
- 11.6 if the approach to parents, children, or a host school by the prospective licensee is (in the opinion of the Company) unacceptable or unreasonable.

Subject to clause 14, the rights to terminate this Agreement given by this clause or any other clause of this agreement shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

12 Company's Right to Alter the Provisions of this Agreement

The Company may at any time during the term of the agreement, alter the provisions of this Agreement upon the expiration of three months' prior notice in writing of its intention to do so. If the Licensee does not accept the Company's proposed alterations, he/she must, within 14 days of receipt of the Company's written notice, give three months' notice in writing to the Company to terminate this Agreement. In the absence of such notice of termination the prospective licensee shall be deemed to have accepted the alterations.

13 Notices

Any notice to be given under this Agreement shall be in writing and shall either be delivered personally or sent by first class post to an address given for this purpose. The address for service of each party shall (in the case of the Company) be its registered office for the time being and in the case of the Licensee any other address for service previously notified in writing to the other party or (in the absence of any such notification) his/her last known place of residence. A notice shall be deemed to have been served as follows: -

- 13.1 If personally delivered, at the time of delivery;
- 13.2 If posted, at the expiration of 48 hours after the envelope containing the same was posted; and;
- 13.3 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and posted as a prepaid first-class letter. Service of notices by E-mail or fax is not valid.

14 Limit on liability

Save in respect of claims for death or personal injury arising from the Company's acts, defaults, or negligence, the Company's liability for any breach of contract, or for negligence, will be limited to the marketing pack fee. In any event, compensation for breach of contract shall only be payable by the Company, subject to the above limit, if this agreement is terminated by the Licensee pursuant to clause 11.1.

15 General

- 15.1 The expiration or determination of this agreement, howsoever arising, shall not affect such of the provisions hereof as are expressed to operate, or have effect, thereafter and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this agreement by the other party.
- 15.2 The restrictions contained in this agreement are considered reasonable by the parties (having taken, or had the opportunity to take, independent legal advice) but in the event that any such restriction shall be found to be void, but would be valid if some part thereof were deleted, or the period of area of application reduced, such restriction shall apply with such modification as may be necessary to make it valid and effective.
- 15.3 In the event of any dispute arising between the parties in relation to this contract which cannot be settled by negotiation, the parties in question will in good faith seek to resolve that dispute through mediation under the auspices of the ADR Group of Grove House, Grove Road, Redland, Bristol BS6 6UL before resorting to expert determination by an expert appointed jointly by the parties or in default of agreement appointed by the President for the time being of the Law Society of England and Wales. The expert's decision shall be final and binding on the Company and the Licensee. The expert's fees shall be borne by such parties, as the expert shall decide.

16 Jurisdiction

The jurisdiction and law applicable to this agreement is that of England and Wales.

17 Signatures

The Company

The Prospective Licensee

Date