

17. Acknowledgements

17.1 The **LDCs owner** hereby acknowledges the exclusive rights of **TD** to own the Method.
 17.2 **TD** acknowledge that in giving advice to the **LDCs owner**, assisting the **LDCs owner** to establish the Business, recommending systems, methods, equipment and materials, **TD** has based its recommendations on experience actually obtained in practice but **TD** does not give any guarantee or warranty with regard to such matters or generally in connection with the sales volumn, profitability or any other aspect of the Business.

17.3 The **LDCs owner** acknowledges they have been advised by **TD** to discuss their intention to enter into this Agreement with other franchisees of **TD** and to seek other appropriate independent advice, and that the decision to enter into the Agreement has been taken solely on the basis of the personal judgement and experience of the **LDCs owner** having taken such independent advice as the **LDCs owner** deems fit. Accordingly, the **LDCs owner** acknowledges that no representation, warranty, inducement or promise expressed or implied had been made by **TD** or relied upon by the **LDCs owner** in entering into this Agreement except as may have been notified to the **LDCs owner** by **TD** in writing and annexed to and incorporated in this Agreement.

18. Reservation of Rights

All rights and licences not specifically and expressly granted to and confirmed upon the **LDCs owner** by this Agreement are for all purposes reserved by **TD**.

19. Agency

Nothing in this Agreement shall be construed as making the parties hereto partners or joint ventures or render either party hereto liable for any debts or obligations of the other party and the **LDCs owner** shall in no way be considered as being an agent or representative of **TD** in any dealings which the **LDCs owner** may have with any third party and the **LDCs owner** shall not act for or make any representation on behalf of **TD** in any such dealings and shall have no power to contract on behalf of **TD**.

20. Business Names

The **LDCs owner** shall place upon all letter headings, bills, invoices and all other documents and literature used in connection with the Business in such manner and place as **TD** may direct the following words (or such words to similar effect as may from time to time be specified by **TD**): "LDC Driving School franchise owned and operated under licence by" followed by the full name of the **LDCs owner**.

21. Force Majeure

None of the parties to this Agreement shall be responsible to any other party for any delay in performance or non- performance due to any causes beyond the reasonable control of the parties hereto, but the affected party shall promptly upon the occurrence of such cause so inform the other parties in writing, stating that such cause has delayed or prevented its performance hereunder and thereafter such party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible.

22. Waiver

The failure of either party at any time to enforce any of the terms provisions or conditions of this Agreement or to exercise any right hereunder shall not constitute a waiver of the same or affect that party's rights thereafter.

23. Interpretation of Headings

The headings of the clauses are inserted for convenience only and do not affect the construction of this Agreement.

24. Continuing Provisions

The termination of this Agreement (for whatever reason) shall not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and shall be without prejudice to the accrued rights and liabilities and other remedies of the parties hereto.

25. Governing Law

25.1 This Agreement is governed in all respects in accordance with English Law and shall be construed and take effect as an Agreement made in England.
 25.2 The **LDCs owner** shall conduct the Business in a lawful manner and faithfully comply with all applicable laws or regulations for the conduct of the Business
 25.3 **TD** and the **LDCs owner** will before recourse to litigation attempt to settle all disputes in good faith and on an amicable basis.

26. Severability

If any clause or paragraph of this Agreement is held invalid or is otherwise unenforceable the remainder of the Agreement shall not thereby be invalidated unless in the reasonable opinion of **TD** the purpose of this Agreement is thereby frustrated.

27. Modification

No variation, modification or alteration of any of terms of this Agreement shall be of any effect unless evidenced in writing signed by or on behalf of each of the parties hereto.

28. Interest

Any monetary obligation not paid by the **LDCs owner** on its due date shall bear interest at five per cent. above Yorkshire Bank PLC base rate from the date payment became due. The **LDCs owner** shall pay all **TD's** costs, charges and expenses directly or indirectly incurred in obtaining or otherwise enforcing payment of the same.

29. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter hereof. No director, employee or agent of **TD** is authorised to make any representation or warranty not contained in or annexed to this Agreement and the **LDCs owner** acknowledges he or she has not relied on any such oral or written representations. No variation or waive of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorised director or employee of **TD** and in person by the **LDCs owner**.

30. Notice and Time of the Essence

30.1 Any notice consent or the like required to be given to any party in connection with this Agreement shall be in writing and shall be sent by first class post or recorded delivery to the address of such party set out in this Agreement or to such changed address as shall for that purpose be notified to the other party and every such notice consent and the like shall be deemed to have been given at the time when in the course of ordinary transmission it should have been delivered at the address to which it was sent.

30.2 Time shall be of the essence in each and every provision of this Agreement whereby something is required to be done on or by a specified day or within the specified period.

IN WITNESS whereof this Agreement is entered into the day and year first before written.

Signed on behalf of TD:

Date

Witness signature to the above:

Witness name.....

Signed by the LDCs owner:

Date

Witness signature to the above:

Witness name

Annexed Items

The following items have been annexed and incorporated into this agreement:

Annex 1 - Trainee Licence Agreement



LDC Driving School FRANCHISE AGREEMENT

Name:	
Franchise Number:	ADI Number:

THIS AGREEMENT is made on:

BETWEEN:

1) Teaching Driving Limited whose registered office is at LDC House, Stuart Road, Pontefract, West Yorkshire, WF8 4PQ ("**TD**") and

The name and address of the person who wants to operate the LDC driving school franchise ("**LDCs owner**")

WHEREAS:

- A) **TD** as a result of extensive research and practical business experience has developed a successful business of providing high quality driving tuition services and products to the general public (called the 'Business') which is carried out under the name 'Learner Driving Centre', 'LDC' or 'LDC driving school' (called the "Trade Name");
- B) **TD** has built a substantial reputation and goodwill in the Trade Name which is associated with the highest standards of quality within the UK driver training marketplace;
- C) **TD** is the proprietor of the intellectual property comprised in the Learner Driving tuition system (called the "LD System") and associated resources;
- D) **TD** have developed specialist driving tuition services (called the "LDC Services") and specialist driving tuition products (called the "LD Products") for the **LDCs owner** to provide to the customers of the Business (called the "Pupils");
- E) **TD** is the owner of confidential information on the management and operation of the Business and in methods of conducting, marketing and promoting the Business (called the "Method");
- F) **TD** also operates a Pupil Generation Service to help support the Business which is subject to a separate agency agreement and a separate fee structure;
- G) The **LDCs owner** is a Driver and Vehicle Standards Agency licenced and or approved driving instructor who wishes to acquire from **TD** the right to operate the Business on an individual self-employed basis in accordance with the terms of this franchise agreement.

IT IS AGREED as follows:

- 1. **Definitions**
 In this Agreement where the context so admits the following expressions shall have the meanings set out below:
 - 1.1 "Business" means the business of providing high quality driving tuition services and products under the Trade Name;
 - 1.2 "Method" means the operation of the Business in accordance with the Manual;
 - 1.3 "Pupils" means the customers of the **LDCs owner's** Business;
 - 1.4 "Trade Name" 'Learner Driving Centre' or 'LDC' or 'LDC Driving School';
 - 1.5 "Trade Marks" the LDC logo, the LD logo and any other forms of insignia, designs or symbols used in the Business as may be introduced and amended from time to time by **TD**;
 - 1.6 "LD Products" a standard set of driving tuition products supplied by **TD** to the **LDCs owner** for them to on-sell or rent to the Pupils;
 - 1.7 "LDC Services" a standard set of driving courses and lessons provided by the **LDCs owner** to the Pupils as described in the Manual;
 - 1.8 "Terms and Conditions of Service" the standard terms and conditions under which the **LDCs owner** provides services and products to the Pupils as stated in the Manual and on the back of the Pupil Enrolment form as amended from time to time by **TD**;
 - 1.9 "Manual" means the Franchise Manual, the book entitled How to deliver the LD system, the LDC guide to client-centred learning and the Teaching Driving Manual as amended from time to time by **TD**;
 - 1.10 "LD System" a student centred learning system designed to help people learn to drive which incorporates the LD Programme, the Driving Skills Videos, the Driving Skills Workbook, the LD Course Presenter and LDCs unique three hat approach to client-centred learning;
 - 1.10.1 "LD Programme" a flexible programme of driving lesson topics where the key learning points, tasks and objectives of each lesson are clearly defined and structured in such way as to optimise the process of learning to drive;
 - 1.10.2 "Driving Skills Videos" a video programme containing a series of lesson topic briefs to help introduce the key learning points of each of the topics in the LD Programme;
 - 1.10.3 "Driving Skills Workbook" a book containing a student's lesson planner and reflective diary together with a series of descriptions, illustrations, quizzes and targets to help reinforce the information from the Driving Skills Videos in preparation for each lesson topic in the LD Programme;
 - 1.10.4 "DVSA" means the Driver and Vehicle Standards Agency or the appropriate governing body at the time;
 - 1.11 "Stationery" means stationery headed with the LDC logo and other documents to be used by the **LDCs owner** for the purpose of operating the Business;
 - 1.12 "Training Car" the vehicle used by the **LDCs owner** to deliver the driving tuition services;

- 1.13 "Car Livery" means the roof sign, magnetic and self adhesive vinyl panels used on the Training Car to promote the Business as may be modified by **TD** from time to time;
- 1.14 "Sales and Marketing Resources" means the advertising artwork, posters, leaflets, indoor exhibition display units and other resources as may be developed by **TD** from time to time to promote the Business;
- 1.15 "Business Systems" means the student and accounting record systems used by the **LDCs owner** to manage the Business;
- 1.16 "Commencement Date" means

the date when the induction course required to operate the Business is scheduled to start;

- 1.17 "Network" the collective name given to the LDC driving school franchisees;
- 1.18 "Code of Conduct" a written list of professional standards of behaviour which the **LDCs owner** agrees to abide by as may be amended from time to time by **TD**;
- 1.19 "Pupil Generation Service" means the service provided by **TD** to generate pupils on behalf of the **LDCs owner** subject to a separate agency agreement and fee structure;
- 1.20 "Registration Fee" means the standard one-off fee plus Value Added Tax payable by the **LDCs owner** to cover initial registration expenses.
- 1.21 "Induction Fee" means the standard one-off fee plus Value Added Tax payable by the **LDCs owner** to cover initial training needed by the **LDCs owner** to enable them to commence the Business;
- 1.22 "Membership Fee" means the weekly fee plus Value Added Tax payable by the **LDCs owner** on a monthly basis on a day to be advised by **TD** by direct debit or standing order or debit card mandate for the duration of the agreement as may be amended from time to time by **TD**;
- 1.23 "Advertising Area" means the area covered by the first 1 or 2 letters of the postcodes which the **LDCs owner** wishes to work and or resides,

as may be modified from time to time by mutual agreement between **TD** and the **LDCs owner**.

2. Franchise Rights and Term

- 2.1 **TD** grants to the **LDCs owner** the right:
 - i) to operate the Business;
 - ii) to use the Trade Name;
 - iii) to operate the Method;
 - iv) to use the Trade Marks;
 - v) to sell the LD Products and LDC Services;
 - vi) to use the Stationery and all other material emanating from **TD** which is the subject of copyright;
 - vii) to hire or loan out the Driving Skills Videos to the Pupils; from the **LDCs owner's** home address as shown above or such address as may be approved in writing by **TD**.

<p>2.2 The term of this Agreement shall commence on the Commencement Date and shall be for a minimum period of five years (subject to the provisions of clauses prefixed by 12, 13 and 14 hereof) continuing thereafter subject to clause 3 below.</p> <p>3. Rights of continuation</p> <p>3.1 The LDCds owner shall have the right to continue to operate the Business after the expiration of the term of the agreement on the same terms subject to:</p> <p>3.1.1 the LDCds owner entering into a new Agreement if required to do so by TD which shall be in TD's then current form of LDC driving school franchise agreement;</p> <p>3.1.2 the LDCds owner shall if required by TD update the LDCds owner's Business with any new equipment, Car Livery or materials as directed by TD and attend any further training as necessary to bring the LDCds operator up to date with the current Method at the LDCds owners own expense.</p> <p>4 Pre-commencement Obligations</p> <p>4.1 TD shall upon the payment of the Registration Fee and the Induction Fee provide the LDCds owner on or before the Commencement Date with the following:</p> <p>4.1.1 one copy of TD's current Manual on loan setting out the way in which the LDCds owner is to operate the Business for use exclusively by the LDCds owner;</p> <p>4.1.2 the initial package of materials and equipment on loan as necessary to commence the LDCds owner's Business;</p> <p>4.1.3 the induction training necessary to use the Business Systems, the LD System, the Pupil Generation Service and other aspects which form the Method;</p> <p>4.1.4 a launch plan of promotional activities for TD and the LDCds owner to follow.</p> <p>5. TD's continuing obligations</p> <p>5.1 TD shall subject to compliance by the LDCds operator with the terms of this Agreement at all times:</p> <p>5.1.1 permit the LDCds owner to carry on the Business under the Trade Name;</p> <p>5.1.2 promptly make available to the LDCds owner advice in connection with the Method when reasonably required by the LDCds owner;</p> <p>5.1.3 subject to the provision by the LDCds owner of such information as TD may require provide the LDCds owner with advice and guidance on all aspects of the Business including finance, operational, instructional and promotional matters and provide reasonable problem solving facilities to the LDCds owner so as to enable the LDCds owner to operate the Business efficiently;</p> <p>5.1.4 make available to the LDCds owner such further training as the LDCds owner may from time to time reasonably require, the LDCds owner bearing the cost of any such training, travel and subsistence involved;</p> <p>5.1.5 provide the LDCds owner the products, services and equipment described in the Manual and if such products, services and equipment are obtained from third parties use its reasonable endeavours to obtain the most favourable rates for furnishing such supplies;</p> <p>5.1.6 provide the LDCds owner with the products described in the Manual at more favourable rates than to the general public or other driving instructors;</p> <p>5.1.7 organise instructor support meetings, the LDCds owner bearing the cost of any travel and subsistence expenses incurred in attending such meetings;</p> <p>5.1.8 update the Manual and continue its research and development so as to continually improve the Method;</p> <p>5.1.9 make available to the LDCds owner all items and services which TD makes available to others in the Network;</p>	<p>5.1.10 continue research and development to improve the LD System;</p> <p>5.1.11 continue research and development to improve the Sales and Marketing Resources;</p> <p>5.1.12 continue to procure car insurance, car rental and car purchase discounts for the Network;</p> <p>5.1.13 continue to procure special discounts on training resources for the Network.</p> <p>5.2 TD (acting as the agent for the LDCds owner) will provide a Pupil Generation Service to help make the LDCds owner's Business a success.</p> <p>6. LDCds owner's Obligations</p> <p>In order to maintain the highest standards of services provided by the LDCds owner and the others in the Network the LDCds owner shall:</p> <p>6.1 Quality of service</p> <p>6.1.1 only offer those services described in the Manual as may be amended from time to time by TD unless prior written consent has been obtained;</p> <p>6.1.2 provide LDC Services strictly in accordance with the Method;</p> <p>6.1.3 notify TD in writing within 28 days of any new Standards Check test grade issued by the DVSA;</p> <p>6.1.4 allow TD to verify the LDCds owner's status (including standards check test grade) with the DVSA and to provide TD with any written authorisation of this as may be required by the DVSA;</p> <p>6.1.5 promptly notify TD of any complaint or allegation made against the LDCds owner of which TD ought to reasonably be made aware;</p> <p>6.1.6 promptly, honestly and fully answer in writing any questions relating to any complaints or other matters relating to the quality of service provided;</p> <p>6.2 Training Car</p> <p>6.2.1 maintain the Training Car to the highest mechanical standard including regular servicing in accordance with the manufacturers recommendations and keep the car clean and in good condition;</p> <p>6.2.2 ensure the Training Car is properly insured for the purpose of providing driving tuition;</p> <p>6.2.3 ensure the Training Car is fitted with properly working dual controls for safety at all times;</p> <p>6.2.4 acquire the written approval of TD to any proposed procurement of a new Training Car such approval not to be unreasonably withheld provided the Training Car can be shown to be appropriate for the giving of professional driving tuition and is consistent with the image of the Business;</p> <p>6.2.5 notify TD within 28 days of the Training Car exceeding a recorded mileage of 100,000 miles or 3 years of age which ever is the sooner and upon receipt of such notification TD may in its sole discretion require the LDCds owner to replace the Training Car within 90 days thereof;</p> <p>6.3 Car Livery</p> <p>6.3.1 ensure the Training Car always has the Car Livery properly fitted in accordance with the Manual while it is being used to provide driving tuition or instructor training;</p> <p>6.3.2 ensure any customisation of the Car Livery is approved by TD in writing prior to such customisation;</p> <p>6.3.3 ensure any damaged or missing parts of the Car Livery are replaced immediately at the LDCds owner's expense;</p> <p>6.3.4 immediately adopt any improvements to the Car Livery as notified by TD at the LDCds owners expense;</p>	<p>6.4 Promoting the Business</p> <p>6.4.1 use only such adverts, signs, display materials, promotional literature and promotional resources as supplied by TD or as approved by TD in writing;</p> <p>6.4.2 use only such marketing and promotional methods as stated in the Manual or as approved by TD in writing;</p> <p>6.4.3 use his or her best endeavours to promote and extend the Business and not to partake in any activities which might damage the Business or the business of TD in any way;</p> <p>6.4.4 cooperate with others in the Network who share the same Advertising Area (in part or in whole) to promote the Trade Name;</p> <p>6.5 Further Training</p> <p>6.5.1 undertake any further training which TD may reasonably require of the LDCds owner following any substantive complaints from Pupils at TD's standard rates, the LDCds owner bearing the cost of such training and of any travel and subsistence involved;</p> <p>6.5.2 undertake any further training which TD may reasonably require as a result of improvements to the Method at TD's standard rates, the LDCds owner bearing the cost of such training and of any travel and subsistence involved;</p> <p>6.6 Trading</p> <p>6.6.1 maintain sufficient stocks of the LD Products to enable the LDC Services to be delivered in accordance with the Pupils booking requirements and the LD System;</p> <p>6.6.2 provide prospective LDCds owners at the request of TD with such information concerning the Business as may be reasonably required and at all times be courteous and cooperative to such prospective LDCds owners;</p> <p>6.6.3 consult with TD and other LDCds owners in the Advertising Area as to the prices to be charged for the LDC services supplied in that Advertising Area.</p> <p>6.6.4 safeguard and account for any monies paid in advance by the Pupils by holding such money in a bank account only withdrawing appropriate sums to cover that proportion of the service delivered up to any given point in time;</p> <p>6.7 Driving Tuition</p> <p>6.7.1 ensure each Pupil is legally entitled to drive before commencing any training;</p> <p>6.7.2 ensure the LD System of driving tuition is properly used to train Pupils;</p> <p>6.8 Payment of fees</p> <p>6.8.1 promptly pay the Membership Fee and any other fees due to TD.</p> <p>7. Business telephone numbers, social media, webpages, accounts, channels or websites</p> <p>7.1 The LDCds owner shall use only such telephone number or numbers or social media pages or websites as have been obtained by TD or have been approved for use by TD in writing to promote the LDCds owner's business to the exclusion of all others.</p> <p>7.2 The LDCds owner recognises during the term of this Agreement TD can authorise the transfer of these business assets in the event it becomes necessary to protect the public and or the Business of TD for a period of time at the expense of the LDCds owner.</p> <p>7.3 Upon termination of the Agreement for any reason whatsoever, the LDCds owner shall immediately transfer any social media webpages or websites promoting the Business to TD or where this is not possible remove them from use unless otherwise agreed</p>	<p>in writing by TD. Telephone numbers need only be transferred while adverts promoting the Business containing these numbers remain in existence.</p> <p>8. Improvements</p> <p>8.1 The LDCds owner shall without delay introduce any improvement or modification to the Method into the Business at the time and in the manner specified by TD in writing.</p> <p>8.2 The LDCds owner shall notify TD of any improvement, or modification of or to the Method which may be beneficial to the operation of the Business and TD may introduce such improvement or modification without any obligation to make any payment to the LDCds owner.</p> <p>8.3 The LDCds owner shall not introduce any improvement or modification of or to the Method of the Business without the prior written consent of TD.</p> <p>9. Trade Marks</p> <p>9.1 TD warrants it is entitled to licence the Trade Marks and the use of the Trade Marks by the LDCds owner in accordance with the terms of this Agreement which will not constitute an infringement of the rights of any third party.</p> <p>9.2 The LDCds owner acknowledges the goodwill and all other rights in and associated with the Trade Marks and Trade Name vest absolutely in TD and all such rights will at all times and for all purposes remain vested in TD and in the event any such rights at any time accrue to the LDCds owner the LDCds owner will at its own expenses forthwith on demand do all such acts and things and execute all such demands as TD shall deem necessary to vest such rights absolutely in TD. If TD obtains registration of any trade mark for use in the Business after the date of this Agreement the LDCds owner shall have such rights to the trade mark as if they had been included in the Agreement at the date hereof and where the context so allows all references in this Agreement to the Trade Marks.</p> <p>10. Manual</p> <p>10.1 TD will provide the LDCds owner with full written details of any alteration to the Manual to enable the LDCds owner to keep its copy up to date.</p> <p>10.2 The LDCds owner shall conduct the Business strictly in accordance with the Manual, the terms of which shall be deemed incorporated into and shall form part of this Agreement. In the event of any conflict between the term of this Agreement and the terms of the Manual the terms of this Agreement shall prevail.</p> <p>10.3 The Manual shall at all times remain the sole and exclusive property of TD and the LDCds owner hereby acknowledges the copyright therein vests in TD and it will not make and will procure no other person will make any copies of the Manual without the prior written consent of TD.</p> <p>11. TD right to communicate with the Pupils</p> <p>In order to protect the reputation of TD and the Network and to maintain satisfactory public relations TD reserves the right to communicate with any of the Pupils at any time during the term of this Agreement to ascertain the quality of the service carried out by the LDCds owner and the LDC operator shall upon request furnish TD with such particulars of its Pupils as TD shall reasonably require and provide such reasonable assistance as may be necessary for this purpose.</p>	<p>12. Right to Sell</p> <p>12.1 The LDCds owner shall not assign this Agreement but may with the prior written consent of TD sell the Business. Such consent shall not be unreasonably withheld upon the LDCds owner fully complying with the following terms and conditions:</p> <p>12.1.1 any proposed purchaser shall be properly qualified by the DVSA or the appropriate governing body at the time of sale to give driving instruction in the UK;</p> <p>12.1.2 the LDCds owner procure that the proposed purchaser shall enter into a new Agreement in such form as is currently offered by TD to new franchisees;</p> <p>12.1.3 any offer by the proposed purchaser shall be made in good faith;</p> <p>12.1.4 the LDCds owner shall pay all monies due to TD without any deduction or set off.</p> <p>13. Death or Incapacity of the LDCds owner</p> <p>13.1 If the LDCds owner shall die during the currency of this Agreement the personal representatives of the LDCds owner may sell the Business as if they were the LDCds owner in accordance with the terms of clauses prefixed with 12 above provided such sale takes place within 90 days of the date of the death of the LDCds owner otherwise the Agreement will terminate at that point.</p> <p>13.2 If the LDCds owner dies the personal representatives of the LDCds owner should notify TD as soon as possible.</p> <p>13.3 Upon notification of the death of the LDCds owner TD will endeavour to help the personal representatives of the LDCds owner find a purchaser for the Business.</p> <p>13.4 If the LDCds owner is at any time incapacitated the LDCds owner or the personal representatives of the LDCds owner should notify TD of such incapacity immediately.</p> <p>13.5 If the LDCds owner is at any time incapacitated or in the reasonable opinion of TD is unable to a material degree to operate the Business for a continuous period of 90 days, TD may by notice to that effect require the LDCds owner to sell the Business within 90 days otherwise the Agreement will terminate at that point.</p> <p>14. Termination</p> <p>14.1 TD may terminate this Agreement immediately by giving notice in writing to the LDCds owner in any of the following events:</p> <p>14.1.1 if the LDCds owner fails to commence the Business within a period of 90 days from the Commencement Date;</p> <p>14.1.2 if the LDCds owner shall at any time fail to pay any amounts due to TD on the due date;</p> <p>14.1.3 if the LDCds owner shall fail to operate the Business in accordance with the terms of this Agreement, the Method or TD's reasonable instructions;</p> <p>14.1.4 if the LDCds owner shall transfer any of the rights, licences or obligations contained in the Agreement other than in accordance with the terms of this Agreement;</p> <p>14.1.5 if the LDCds owner fails to obtain any prior written approval or consent of TD expressly required by the Agreement;</p> <p>14.1.6 if the LDCds owner gives to TD false or misleading information or makes any misrepresentation in connection with obtaining this Agreement or at any time during the continuance of this Agreement in connection with the Business;</p> <p>14.1.7 in the event of the LDCds owner ceasing or threatening to cease to carry on the Business;</p> <p>14.1.8 in the event the LDCds owner shall have a bankruptcy order made against him or her or if a person who is qualified to act as an insolvency practitioner shall be appointed in relation to him or her pursuant to section 273 of the Insolvency Act 1986;</p>	<p>14.1.9 in the event the LDCds owner is prohibited by law to give driving tuition or commits or is alleged to have committed any criminal offence which TD considers could prejudice the LDCds owner's ability to properly conduct driving tuition;</p> <p>14.1.10 in the event the LDCds owner becomes a patient as defined by the Mental Health Act 1983</p> <p>14.1.11 in the event of repeated complaints to TD as to the quality of the service given by the LDCds owner. (For the purpose of this sub-clause repeated complaints shall be interpreted as two or more complaints within 6 months, three or more complaints within 24 months);</p> <p>14.1.12 in the event of misconduct by the LDCds owner which TD considers may cause damage to the goodwill and reputation of the Network or the Trade Name;</p> <p>14.1.13 in the event of any repeated breach of any of the LDCds owner's obligations under this Agreement.</p> <p>14.2 Any termination under clauses prefixed with 14 shall be without prejudice to the rights of either party against the other in respect to any antecedent breach of any terms and conditions of this Agreement.</p> <p>14.3 The LDCds owner has the right to terminate this Agreement at any time after fully paying 14 weeks Membership Fee followed on by giving a minimum of 4 weeks written notice.</p> <p>15. Conditions following termination</p> <p>15.1 Immediately upon termination of this Agreement for any reason the LDCds owner shall:</p> <p>15.1.1 cease forthwith to trade under the Trade Name;</p> <p>15.1.2 not hold themselves out as operators of the Network or the Business;</p> <p>15.1.3 cease to use the Trade Name or the Trade Marks or any approximation thereof on any vehicle, stationery, sign, promotional literature, website, advertising media or device or otherwise;</p> <p>15.1.4 return all the equipment, products, materials and Car Livery supplied by TD which are in the LDCds owner's possession;</p> <p>15.1.5 pay to TD all monies owing;</p> <p>15.1.6 return to TD all Stationery;</p> <p>15.1.7 return to TD any Sales and Marketing Resources;</p> <p>15.1.8 return to TD the Manual;</p> <p>15.1.9 procure as per clause 7 the transfer of the Telephone Numbers and facsimile number or numbers and electronic mail address or addresses and internet site names or social media pages, accounts or channels of the Business to such person as TD directs;</p> <p>15.1.10 reimburse TD with an appropriate proportion of the cost incurred by TD for any current or pending advertising promoting the Business or Trade Name in the Advertising Area procured prior to the Termination Date applying the following formula to each such advert:</p> <p>Advert reimbursement = cost of the advert, multiplied by the number of days the advert would remain in force following the Termination Date divided by the number of days the advert covered in total, divided by the number of LDCds owners resident in the Advertising Area (including the LDCds owner) at the Termination Date.</p> <p>16. Indemnifying</p> <p>The LDCds owner shall indemnify and keep indemnified TD from and against any and all loss, damage, liability and legal fees and costs incurred by TD arising from any act, neglect or default of the LDCds owner its agents or customers.</p>
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