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How can we make changes to our franchise agreement with existing franchisees?

As your network expands, unforeseen problems can arise or circumstances can change that may mean you want to change your franchisees' obligations. For operational changes, your manual can be updated (assuming that your franchise agreement allows for this). The manual however should not contradict your legal agreement with any franchisee, and nor should it introduce new legal obligations.

To change the basis of any part of the legal framework between you and franchisees or to introduce new or changed legal obligations, you should have your current franchise agreement changed by a franchise solicitor (but only after checking the existing agreement to ensure that the changes do not conflict with any rights of current franchisees). Once you have changed your franchise agreement, you can use it for new franchisees.

If you want to make changes to the existing franchisees' agreements, then you will need their consent, and can not force changes on them. If the reasons for the change are positive and explained to franchisees, they may agree to the change. If they do agree, this can be documented by a variation deed signed by you and the franchisee or even a replacement franchise agreement if the changes are extensive enough to warrant this. If any existing franchisee does not agree, then you will need to wait until renewal. At renewal, you can require the franchisee to sign the latest version of your franchise agreement, provided that the renewal clause in your existing agreement allows for this.