# **Small & Medium Business**

# Owners / Franchisee Guide

**Initiating & Managing** 

# **Franchisee Benefits**



AxcessCareers COM

RECRUITMENT &STAFFING | TRAINING & DEVELOPMENT EDUCATION & CAREER COUNSELLING

# Life Time Business Opportunity For First time Enterpreneurs- That's What We Do

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### **A**BOUT US

#### **AXCESS CONSULTANCY SERVICES**

Axcess Consultancy Services is a Jaipur based organization providing services ranging from Business Consultancy, Recruitment and Staffing, Education Consultancy, Domain names, hosting, emails, website designing, cloud computing and SEO amongst others since 2010.

Recruitment and Staffing is one branch of Axcess ConsultancySolutions which reaches out to the employment sector providing consultancy services & recruitment solutions to small and mid-sized companies to large corporates.

It consists of an expert team that offers manpower services to our clients all over India from junior to senior management levels to several sectors in the IT and non-IT industries.

Call Us To Learn More: +91 9414068069

We are on an expansion spree and are on the lookout for franchisees in all cities & towns in India. Franchising is our effort to expand an exciting and profitable business with like-minded entrepreneur across the country.

# What is Franchising?

Franchising is the legal license provided by a company (franchiser) to an individual or group of individuals (franchisees) to carry out its business which can be mutually beneficial to both. It is a business in which the owners, or franchisers, sell the rights to their business logo and model to third parties, or franchisees.

Franchises are an extremely common way of doing business. The franchisee is said to have a greater incentive than a franchiser because he/she has a direct stake in the business.

There is a reason why franchising has been around for decades. That's because it is a great way for individuals to own and operate their own business.

Did you know that franchised business has 98% success rate in comparison with individual business?

In fact, India is known as one of the biggest franchising markets in the world!

### Why are we Franchising?

Penetration and expansion into several pockets of the country so as to cater to the recruitment needs of our clients throughout India. We run a very transparent, lucrative and high quality franchise program for hard working and enterprising people who can put in a couple of hours every day and work from home or their office. We offer selected individuals the chance to build and develop their own business in the recruitment field. Our franchisees do not require recruitment or sales experience to be part of this program. Through our training and support we show you how to combine your expertise and efforts with our infrastructure, training and business sharing opportunities to build a profitable recruitment franchise.

# Advantages of becoming our franchisee

- 1. Consumers are always more comfortable dealing with a familiar name or company they trust.
- 2. We provide extensive training and real time chat support to the franchisee.
- 3. Since we already have a business model in place you can focus on running a successful business.
- 4. We use State-of-the-art internet and intranet technology.
- 5. Our system includes recruitment and sales tools to generate and deliver on assignments.
- 6. We generate quality leads through extensive marketing and promotional methods.
- 7. We provide full training and support along with business planning assistance.

How soon can I get started as a franchisee?



It usually takes around 2-4 business hours once your payment is received

# Why should I sign up?

- You earn 3 % of annual CTC of each and every position that you close.
- If you provide or source clients using your own contacts and fulfill their staffing requirements, you earn 90% of the net billing.
- Assured monthly income.
- A low investment with minimum risk.
- Break even in as less as 3 months.
- High ROI (return on investment).
- Centralized invoicing and payment collections processed through our system at our head office enables you to focus on generating more business.

### What are the pre-requisites of starting up?

- 1. Around 100 to 150 sq. ft. of commercial or semi commercial space. No problems if you do not have one of your own. You can even work from the comfort of your home.
- 2. A low franchise fee of Rs. 70,000/- + GST (18%). This will be a one-time non-refundable charge. There are no extra or hidden charges.
- 3. A telephone and an internet connection.
- 4. Good communication and entrepreneurial skills.

# What will be my job as a franchisee?

Axcess Consultancy Services will provide you a login user name and password to applicant tracking Software portal, which will give you access to its large database of resumes and job seekers. You will also receive business from us (vacancies/positions) which we receive from our clients on a consistent basis every month to work on.

Your job will require you to login to the job portal database using the user name and password we provide you and search, short-list and contact prospective job seekers by email or phone for interviews for every relevant post we send you for our clients.

Our team of expert consulting professionals will always be there to assist you all the wayproviding you access to our back office system and recruitment software.

After you match the job requirements with the job seekers and are satisfied that the match is perfect you will need to upload the resume on the portal of those candidates you have selected. The resume so uploaded will forward directly our clients after makingmodifications to the resumes if necessary.

If our clients find the proposed candidates suitable for the vacancies they will be appointed by the respective companies after the interview. We receive our service fees as per the terms decided in the agreement with the client. Candidates are not charged for the services.

Irrespective of what fees we receive our franchisees gets 3% of the Annual CTC of the successful closure. It may so happen in certain assignments that the client pays fixed amount per candidate, in such cases the franchisee will be informed about the exact amount of fees that he/she receives.

Besides this we expect you, as our franchisee, to appoint someone to source local businesses which would balance the business composition. Local clients would add up to the revenue for you as well as for Axcess Consultancy Services apart from our clients that you would be getting from our sources. The clients you will source will fetch you 90% and Axcess Consultancy will keep10% of the proceeds.

# When and How do I get paid as a franchisee?

Axcess Consultancy Services will release the payments once we receive the payment from the client which is generally after 45 days of candidate placement settled twice on 15th and 30th of every month.

You will receive the payment for a closure only after Axcess Consultancy Services receives the payment from the client.

Your share of the earnings can be directly deposited to your bank account via NEFT. Or you can opt for a cheque to be couriered to your mailing address.

# Will I receive any kind of support and guidance from you?

- You will receive regular support and training which will provide you with an insight on the general business model and set up and day to day business practices. The training will be conducted by an online chat system by one of our expert placement consultants.
  If you wish to take part in a one day training and orientation program at our Jaipur office you will be most welcome. However, not more then 2 persons can attend this session and the cost for travelling, boarding and lodging will have to be borne by you.
- You will be provided one login with a user name and password to our applicant tracking system portal from where you will be able to post jobs and carry out the recruitment process and select and short-list candidates for the vacancies. Virtually you will have access to unlimited mandates and vacancies at any given time.
- You will also be provided with a personalized login to our Professional Back Office system along with yourname@axcesscareers.com This will allow you to collaborate and discuss issues regarding your business in real time with us. That's the type of support we prefer offering all our franchisees.
- Besides this you will be granted access to our Recruitment Software which will automate most day to day work processes and provide you with a transparent log of events that start from selecting a candidate right upto the closer of a position.



# Frequently Asked Questions? (FAQ's)

Q.Will I be entitled to any reimbursable expenses related to the business?

No, all business related expenses will have to be borne by the franchisees.

Q.I run an existing Recruitment Business. Can I still take up your franchise?

A franchise can be granted to you as per the normal qualification process. However, on receiving the same, you will need to continue and comply only with our norms and franchise format. At the time the agreement expires all your existing clients will have to be empanelled with Axcess Consultancy Services.

Q.Do I need to undertake promotional activities to promote my business?

Local advertising is optional. Advertising on a local level will have to be funded by you based on the format in content and design as deemed appropriate by Axcess Consultancy services.

Q.Can I directly contact the clients?

No. Client co-ordination is managed only by our support team. We have a single point of contact and follow up process with all our clients.

Q.Will anyone else be given a franchise within my territory?

Our business model is such that geographical boundaries do not matter.

Q.Do I need to meet any monthly target?

Yes. To make sure clients in your territory receive satisfactory service you will be required to close at least 2 positions in any given month. And of course, it goes without saying that the more positions you close the more money you earn.

Q. Till how long can I remain as your franchisee?

An agreement will initially be drawn for a period of one year and can be renewed every year. No renewal fees, past performance is the only criteria, Must have recruited 12 candidates in the previous year to claim free renewal

Q.How do I know my candidate is selected?

The Axcess Consultancy Services transparent Online Recruitment Software Portal will track and show you the exact stage where your candidates stand in the recruitment process any time right from selection to joining the company. The cost for this software is an additional monthly fees of Rs. 500, besides the franchise fees and is optional. If you do not wish to opt for this software you will any way know whether your selected candidate has landed the job or not. You are at liberty to contact any candidate you have chosen at any time. After all they are yours!

# I am interested. How do I become a Axcess Consultancy Services franchisee?

Prepare a Cheque or DD, online bank transfer of Rs. 70,000/- + 18 % GST as a Franchise Fee payable at Jaipur in favour of Axcess Consultancy Services. This will be a One Time Non-Refundable Fee.

# **Documents Required**

Xerox of an ID Proof such as a driving license or PAN

Xerox of an Address Proof such as your ration card or electricity bill.

Print 2 Passport size photographs.

# Axcess Consultancy Services.

43-44, Shiv Nagar, Benar Raod, Jhotwara Industrial Area, Dadi ka Phatak, Jhotwara.Rajasthan, India – 302012



1700 + Consultants , 400 + Clients, 1800+ candidates served every month Our 80 revenue is still from our existing clients, Best in the industry Started by social entrepreneur in 2010, Serving across Domains

#### **OUR SERVICES**

- STAFFINGCOUNSELING
- TRAINING
- HR SOLUTIONS

**☑** chiefmentor@axcesscareers.com

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#### AGREEMENT FOR RECRUITMENT CONSULTANT FRANCHISEE

This agreement made at JAIPUR on .......between M/S...... a Company incorporated under the Companies Act, 1956 and having its regional office at ------(herein after referred as Consultant) and **Axcess Consultancy Services**\_having registered office 43-44, Shiv Nagar, Benar Road, Jhotwara Ind. Area, Jaipur-302012 (hereinafter referred to as ACS) of the other part.

#### 1. TERMOF THIS AGREEMENT

- 1.1. This Agreement shall remain valid from the date written above until it is modified by ACS and accepted by the Consultant or terminated by written notice from one party to the other.
- 1.2. Prior Agreement: This Agreement supersedes and replaces any and all previous agreements between theConsultant and ACS

#### 2. CONSULTANTSERVICE

- 2.1. The Consultant has a choice to work on a job vacancy allocated directly by a Client or by ACS. Consultant will source desired candidates, organize interview and assessment of candidates as per requirement specified for different job vacancies on ACS
- 2.2 Additionally, In case of Direct Clients Consultant will directly engage with client for feedback on CVs, interviews, offer and joining confirmation.

#### 3. ACS SERVICES

- 3.1.ACS will screen, filter, rate and score candidates sourced from recruitment consultants and make them available through the online platforms for job vacancies published by clients.
- 3.2. In case of Direct Clients will not filter out any candidates sourced from recruitment consultants.

#### 4. **FEES**

- 4.1. Subject to the terms and conditions set out herein, ACS undertakes, to remit to the Successful Consultant an amount equal to 3% of annual CTC or half of the fees charged from the client, Which ever is less at the time of CV sent to Client or as specified by ACS from time to time, less any taxes or other charges that ACS shall be if required by law to deduct, in accordance with the payment terms set out herein below.
- 4.2. Consultant should check the payment model for each JD at every instance of uploading a CV. The fees, terms and conditions applicable for different clients and JDs shall be made available to the Consultant, including any changes in terms as applicable from effective date as given by the Client. For Direct Clients the fees applicable for JDs are dynamic and are subject to change by the Client.
- 4.3. A shall pay Consultant fees payable under this Agreement within 7 days of the receipt of payment from the Client and valid invoice from the Consultant.

#### 5. **RESTRICTIONS**

5.1. ACS is the service provider to the Client. The Consultant is prohibited from circumventing ACS and connecting directly to the Client to independently offer recruitment services or work for any vacancy shared by ACS. In case of such actions, ACS reserves the right to terminate this Agreement and blacklist the Consultant. Consultant can only upload candidate profiles who have agreed to apply for the job opening and who are willing to receive calls, SMSs, emails about their status.



#### 6. **DEFINITION**

- 6.1. "Candidate" means any person who is referred by a Consultant on to the ACS client
- 6.2. "Client" means any enterprise including but not limited to a company, limited liability partnership, sole proprietor, partnership and/or public institution, who offer job vacancies in order that Consultants may source suitable candidates for such positions;
- 6.3. A "Direct Client" is a type of "Direct job from client" where Client will be able to modify the fees available for a JD at any instant. In case of such a JD, Consultant and Client can interact with each other directly.
- 6.4."ACS" means Axcess Consultancy Services, a company registered under the Companies Act, 1956 having its registered office at 43-44, Shiv Nagar, Benar Road, Jhotwara Ind. Area, Jaipur-302012.
- 6.5."ACS Platforms" means the various online platforms for recruitment consultants through which Client publish their job vacancies and candidate profiles are shared by Consultant for selection:
- 6.6. "Consultant" means a person who sources candidates for allocated job vacancies and facilitates their processing and selection through Various platforms in accordance with the process shared by ACS from time to time;
- 6.7. "Consultant fees" means an amount paid to the Consultant, which is equal to the specified percentage share of the commission fees on offer for JD during the instance of the candidate CV being sent to the Client or as agreed upon from time to time for successful placement of a Non-Duplicate Candidate shared by that Consultant;
- 6.8. "Date of CV sent to Client" means date on which the client has access to CV after screening, scoring, filtering and rating by ACS
- 6.9. "Non-Duplicate Candidate" means a Candidate who is not a Duplicate Candidate.
- 6.10. "Duplicate Candidate" means a candidate whose CV/resume has been previously referred through an alternate source (other than through ACS) and; Client is already in possession of or has previously considered.

#### 7. ONLINE PLATFORMS

The online platforms for recruitment consultants includes the following services:

- 7.1. Publishing on its site the current job vacancies from various clients
- 7.2. Allowing upload of candidate resume by Consultants for the job vacancies allocated by ACS
- 7.3. Screening, filtering, rating and scoring candidates;
- 7.4. Facilitating communication between the Client and the Consultant on the site;
- 7.5. Enabling stakeholder communication, data-management and analytics.

#### 8. PAYMENT TERMS

- 8.1.Except as otherwise provided, the Consultant agree to bear his/her own costs and expenses incurred in respect of compliance with his/her obligations under these Terms and Conditions.
- 8.2. Terms applicable for the purpose of calculating fees would be based on date of CV sent to Client by ACS and the effective date of terms as given by client from time to time.
- 8.3.ACS shall only be liable to pay the Consultant fees after it has received payment in full from the Client. In the event of a failure by the Client to pay the fee, ACS shall endeavor to recover the payment from the Client but shall under no circumstances be liable to make payment to the Consultant. The Consultant hereby agrees to hold ACS harmless in regard to any failure and/or late payment or any part thereof by the Client.
- 8.4.Consultant agrees to manage all aspects of candidate hiring, including but not limited to, initial verification, scheduling/ following up for interviews, following up for joining. In the event of failure by the Consultant to fulfill the above mentioned responsibilities, ACS reserves the right



to: allow another Consultant to upload the said candidate for the same JD. Withhold payment (either in parts or full) from the Consultant in the event that said candidate is selected and joins the client.

- 8.5.In the event Consultant is paid for the successful recruitment of any candidate and free replacement clause is triggered as per the client agreement, Consultant shall raise Credit Note against the paid invoice and refund the money received to ACS within 30 days of intimation of candidate back out. Such refund amount would be adjusted against due invoices and invoices raised within the 30-day period by the Consultant, if any.
- 8.6.In the event of cessation of services of any candidate sourced by the Consultant due to negative back-ground check or mismatch of such candidate's past employment records, incorrect qualification or misrepresentation in any manner, ACS shall not be liable to pay for such candidate and if already paid, Consultant shall refund the amount within 30 days of intimation
- 8.7. The provisions of this Agreement, which by their nature extend beyond the expiration or earlier termination of this agreement will survive and remain in effect until all obligations are satisfied.

#### 9. GENERAL TERMS & CONDITIONS

- 9.1. The Online platforms are private platforms for use by Consultant only and Consultant shall not transfer, sell or permit to use the password by anyone. If the Consultant (including its employees) is found to share passwords with any third party, ACS may revoke its password forthwith.
- 9.2.ACS would not be liable for any loss of data, technical or otherwise, information, particulars supplied by the Consultant due to the reasons beyond its control such as corruption of data or delay or failure to perform as a result of any causes or condition that are beyond ACS's reasonable control including but not limited to strike, riots, civil unrest, government policies, tampering of data by unauthorized persons like hackers, terrorism or by viruses, denial of service attacks, Trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancel bots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. In no event will ACS be liable for any such direct/indirect/consequential loss or damage including loss of profit loss reputation/defamation even if advised of the possibility thereof.
- 9.3.ACS reserves the right to change the process, look, feel, design, prominence, depiction, classification of any section of online platforms at any time without assigning any reason and without giving any notice
- 9.4.ACS shall own the data uploaded by consultant on ACS platform. However, this data shall not be used by ACS for direct upload on any other client position. For the purposes of this agreement, ACS shall be the service provider to the client
- 9.5.To the extent permitted by law ACS makes no warranties, express or implied, including the warranties of merchantability, fitness for a particular purpose, or non-infringement with respect to its services or any site, or results of use thereof and all warranties and conditions, express or implied are hereby excluded
- 9.6.If the Consultant fails to source a single Candidate for any continuous period of 120 days, then ACS reserves the right to terminate this Agreement without giving any prior notice.
- 9.7.If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision

#### 10. **INDEMNITY AND LIABILITY**

10.1. To the full extent permitted in law, Consultant agrees that his/her use of the site shall be at his/her sole risk and the Consultant hereby indemnifies and keeps indemnified ACS, its employees, members, directors, representatives and the Companies from and against



all costs, claims, demands, liabilities, expenses (including attorneys' fees), damages, or losses arising out of or in connection with (i) Consultant's breach of these Terms and Conditions; (ii) Consultant's unauthorized or improper use of the online platforms and the ACS platform; (iii) Consultant's violation of the rights of any third party, including Third Party Providers; (iv) any claim, action or proceeding brought by an employee or former employee of Consultant rising out of or based upon any law, regulation, requirement, contract or award relating to employment practices, (i.e. discrimination, retaliation, etc.) hours of employment, working conditions, wages or compensation of any such employee (v) personal injuries, including death sustained by any person or person (including, without limitation, Consultant's employees) caused or occasioned, directly or indirectly, by the services rendered hereunder and/or the acts or omissions of Consultant or its servants, agents or employees; (vi) injury or destruction of property caused or occasioned directly or indirectly by any act or omissions of Consultant or its servants, agents or employees.

10.2.ACS shall not be liable for any costs, claims, actions, demands, liabilities, expenses, damages (whether special or general, direct or consequential) or losses instituted against or suffered or incurred by the Consultant arising out of or in connection with these Terms and Conditions, the site or ACS platform (except where any such costs, claims, actions, demands, liabilities, expenses or damages arise as a direct result of ACS's fraudulent, dishonest or grossly negligent conduct); or in respect of any act or omission of a Consultant or any other third party howsoever arising, whether related to these Terms and Conditions, the site, the ACS platform or otherwise, including but not limited to any misuse or otherwise unauthorised or wrongful use by the relevant person of the site, of the ACS platform; errors, mistakes or inaccuracies of content, personal injury or property

#### 11. ACCEPTABLE USE OF THE SITE

11.1.Consultant may use the online platforms for lawful purposes only. Consultant may not use the Online platforms: in any way that breaches any applicable local, national, or international law or regulation; in any way which is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; for the purposes of harming or attempting to harm any person in any way; to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware

#### 11.2.Consultant also agrees:

Not to access without authority,

interfere with, damage or disrupt: any part of the online platforms; any equipment or network on which the online platforms is stored;

any software used in the provision of the online platforms; or any equipment or network or software owned or used by any third party.

- 11.3.In providing interactive services through the online platforms, ACS will take all reasonable steps to assess any possible risks for users but is under no obligation to oversee, monitor or moderate any interactive service provided on the site
- 11.4.In respect of any material which the consultant contributes to the online platforms ("contributions"), and to any interactive services associated with it, the consultant must comply with the spirit of the following standards. The standards apply to each part of any contribution as well as to its whole.

#### 11.5.Contributions must:

Be accurate (where they state facts) Be genuinely held (where they state opinions)Comply with applicable law in India and in any country from which they are posted.

#### 11.6. Contributions must not:

Contain any material which is defamatory of any person; Contain any material which is obscene, offensive, hateful or inflammatory Promote sexually explicit material, Promote violence Promote discrimination based on race, sex, religion, nationality, disability, sexual



orientation or age Infringe any copyright, database right or trade mark of any other person, Be likely to deceive any person Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence Promote any illegal activity; Be likely to harass, upset, embarrass, alarm or annoy any other person

Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety

Be used to impersonate any person, or to misrepresent your identity or affiliation with any person Give the impression that they emanate from ACS, if this is not the case

Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse

11.7.ACS will determine, in its sole discretion, whether there has been a breach of this clause 6 through Consultant's use of the online platforms. When a breach of any of these provisions has occurred, ACS may take such action as it deems appropriate, including but not limited to the suspension of Consultant's account, termination of provision of services to the Consultant (in whole or in part), forfeiture of any balance payment to be made to the consultant and recovery of payments made during the term of this agreement

#### 12. ARBITRATION

- 12.1. This Agreement is governed by and will be construed in accordance with the Indian Laws. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitral tribunal shall be composed of a sole arbitrator to be appointed by both the parties with mutual understanding for a fixed fee. In case the parties fail to come to a consensus for appointment of a sole arbitrator within a period of one month from the date of communication of the dispute, the parties shall appoint an arbitrator each, who in turn shall appoint the third arbitrator. The place of arbitration shall be Jaipur and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Jaipur
- 12.2. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of arbitration shall be Indian law. The award of the arbitrator shall be final and the conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any or more of the highest courts having jurisdiction

#### 13. **JURISDICTION**

Both parties hereby submit to the exclusive jurisdiction of the courts situated at Jaipur, India

Franchisor	Franchisee
Axcess Consultancy Services,	
43-44,Shiv Nagar,	
Benar Road,	
Jhotwara, Jaipur-12	
MANOJ AGRAWAL, CHIEF MENTOR	
Dv	By