



# FRANCHISEE MANUAL

March 2016

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## DISCLAIMER

The Manual sets out Jim's Group policies and procedures relating to the operation of your Franchise Business within the Jim's Group franchising system.

The Manual is only intended to supplement your Franchise Agreement and should not be relied upon as a substitute for reading and understanding your Franchise Agreement. If there are any inconsistencies between the Manual and your Franchise Agreement, the terms of your Franchise Agreement shall prevail.

The Manual also makes reference to certain legal requirements, obligations and rights relating to matters including, but not limited to, taxation, employment, occupational health and safety and franchising. This information is included as a guide only and Jim's Group makes no guarantee, warranty or representation as to its completeness, currency, accuracy or adequacy in respect of each particular Franchisee or the jurisdiction in which it operates. This information should not be relied upon as legal advice.

It is your responsibility to ensure you understand the terms and conditions of your Franchise Agreement and that you are aware of and comply with the law, including all relevant legislation, in respect of the jurisdiction within which you operate your Franchise Business.

Jim's Group strongly recommends that you obtain independent legal advice and independent accounting advice in relation to your Franchise Agreement and your legal obligations in respect of the operation of your Franchise Business.

Jim's Group is not, and does not hold itself out to be, a law practice or Australian Legal Practitioner within the meaning of the *Legal Profession Act 2004* and therefore is not permitted to engage in legal practice or provide legal services.

Jim's Group (and all directors, employees and agents) shall not be liable (including for negligence) for any direct, indirect, incidental, special, consequential, punitive or other damages arising from your use or reliance on the Manual.

## DEFINITIONS

Term/Abbreviation	Definition
Client	Any person or company who retains or enquires about the services of a Franchisee.
Chapter	A chapter of the Manual.
Customer Contact Centre	A location or office, as specified by the National Franchisor, capable of providing administration services, including but not limited to call centre services, to Franchisees and Franchisors of the National Franchisor.
Division(s)	The group of franchisors and franchisees who provide particular services and use the National Franchisor's allowed variation to the trade mark in respect of those services.
Division Specific Training	The compulsory training specific to each Division that must be successfully completed by a Franchisee prior to commencing with their Jim's Group Division.
Divisional Franchise Agreement	The divisional franchise agreement between the National Franchisor and a Divisional Franchisor for the operation of a Division.
Divisional Franchisor	The person, company or other legal entity that has signed a Divisional Franchise Agreement including its servants, employees, agents and its successors and permitted assigns.
FMS	Jim's Group Franchise Management System used to manage interaction between Franchisees, Franchisors, National Franchisor, Customer Contact Centre and Clients.
Franchise Agreement	The then current agreement supplied by the National Franchisor: <ol style="list-style-type: none"> <li>1. <b>(standard suite)</b> to a prospective Franchisee and/or entered into by a Franchisee, a Regional Franchisor and the National Franchisor for the operation of a Franchise Business; or</li> <li>2. <b>(fixed fee suite)</b> to a prospective Franchisee and/or entered into by a Franchisee: <ol style="list-style-type: none"> <li>(a) a Divisional Franchisor and the National Franchisor for the operation of a Franchise Business; or</li> <li>(b) a Regional Franchisor and the National Franchisor for the operation of a Franchise Business.</li> </ol> </li> </ol>
Franchise Business	The right granted by the National Franchisor and a Regional Franchisor to a Franchisee to use the National Franchisor's developed methods, computer systems and Intellectual Property for the provision of Services to Clients in the Territory, pursuant to the terms of the Franchise Agreement.
Franchisee(s)	A person, company or other legal entity that operates a Franchise Business as permitted by the National Franchisor and Regional Franchisor and/or as described in the Franchise Agreement, including its servants, employees, agents and its successors and permitted assigns.
Franchisor(s)	The Regional Franchisor(s) and Divisional Franchisor(s).
Group	The National Franchisor and its Stakeholders.

Term/Abbreviation	Definition
Initial Training	The three day generic training course or induction program offered by Jim's Group and held at Mooroolbark. This course is compulsory for Franchisors and Franchisees prior to commencing with the Group.
Jim's Online	The web based system as described in Chapter PRO106 Taking Work in the Jim's System, created in order to assist Franchisees with managing their Franchise Business. Jim's Online can be accessed at: <a href="http://www.jimsonline.net">http://www.jimsonline.net</a> .
KPIs	Key Performance Indicators.
Manual	This Franchisee manual.
National Franchisor, Jim's Group, Our, We	Jim's Group Pty Ltd A.C.N 101 925 268 or any of its agents or permitted assigns including, but not limited to Jim's Group (New Zealand) Limited Company Number 5303661.
PfWG	Pay for Work Guarantee as that term is defined in the Franchise Agreement.
Prospective Franchisees	A prospective Franchisee with whom the Regional Franchisor and/or National Franchisor and/or Divisional Franchisor is discussing the purchase of a Jim's Franchise Business.
Region	The area granted by the National Franchisor to the Regional Franchisor pursuant to the Regional Franchise Agreement in which the Regional Franchisor may operate their regional franchise business.
Regional Franchisor	A person, company or other legal entity: <ul style="list-style-type: none"> <li>(a) that has signed a Regional Franchise Agreement for the operation of a Jim's regional franchise business including its servants, employees, agents and its successors and permitted assigns; or</li> <li>(b) that has otherwise granted a Franchise Business to a Franchisee; or</li> <li>(c) that becomes responsible for assuming the obligations of a Regional Franchisor in respect of a Franchisee, pursuant to any of the terms of an agreement entered into with the National Franchisor.</li> </ul>
Regional Franchise Agreement	The then current agreement supplied by the National Franchisor: <ul style="list-style-type: none"> <li>3. <b>(standard suite)</b> to a prospective Regional Franchisor and/or entered into by a Regional Franchisor and the National Franchisor for the operation of a Regional Franchise Business; or</li> <li>4. <b>(fixed fee suite)</b> to a prospective Regional Franchisor and/or entered into by a Regional Franchisor, a Divisional Franchisor and the National Franchisor for the operation of a Regional Franchise Business.</li> </ul>
Resale	An existing Franchisee's sale of its Franchise Business to a Prospective Franchisee, in accordance with the Franchise Agreement.
Stakeholders	The Franchisee, Regional Franchisor and the Divisional Franchisor

*All other capitalised terms not defined above shall have the same meaning given to that term in the Franchise Agreement.*

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# PRO100: INTRODUCTION

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## INTRODUCTION

The Manual is made available on loan to you, the Franchisee, by your Regional Franchisors. The Manual aims to provide you with:

- an overview of Jim's Group and the Group;
- the expectations that Jim's Group has of its Franchisees; and
- procedural information to assist you to perform the tasks required of Franchisees.

Jim's Group reserves the right to vary, amend or make additions to the Manual and any additional procedural material. Any variation, amendment or addition to the Manual will be incorporated into the Manual and notified to the Franchisees in accordance with the terms of the Franchise Agreement.

The final version of the new Manual will then be made available on Jim's Online. Franchisees must ensure that any new version of the Manual is downloaded and filed promptly in accordance with any accompanying instructions. Any new version of the Manual will become binding on all Franchisees immediately upon notification by Jim's Group.

## POLICY

Jim's Group is committed to superior Client service.

It is the policy of Jim's Group to continually develop our culture with the objective of creating shared vision, goals, behaviours and expectations. We will treat each other with respect and maximise team work.

## OUR BUSINESS

### History

Jim's Group started as a part-time gardening business while Jim Penman completed his PhD in history. It went full time in 1982 and was franchised in 1989. Currently, there are over 3000 Franchisees operating in four countries, and growing at the rate of around 200 Franchisees per year.

Jim's Group generally does not directly own any franchise businesses and all work is carried out by third party Franchisees. Regional Franchisor rights are usually held by third parties. Most Divisions are held by independent third party companies, partnerships or individuals experienced in those industries, with the exception of a limited number of Divisions.

Jim Penman is the owner and full time Chief Executive Officer of Jim's Group. He can be contacted by telephone or email as follows:

Jim Penman ([jim@jims.net](mailto:jim@jims.net) or 0413 126 766)

Franchisees are encouraged to contact Jim personally for general advice, to understand their rights, suggest changes to the Franchise System and/or discuss any other matter of concern. At no time should Franchisees provide Jim's mobile phone number to anyone outside the Group.

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## Mission Statement

We exist to provide exceptional Client service.

## Our Values

We will not compromise on:

- training;
- selection of our Franchisees and Franchisors;
- Client service;
- standards;
- value; and
- uniformity – our Clients will know what they can expect.

We will:

- visit Clients at the time that has been arranged;
- cause our Clients minimal disruption; and
- provide our Clients with peace of mind.

## VISION, GOALS AND OBJECTIVES

### Vision

Our vision for the Group is to provide Franchisors and Franchisees with a business model that will provide them with:

- a return on their initial investment;
- financial goals;
- lifestyle goals;
- a dynamic work environment; and
- programs of learning that will enhance their technical knowledge, business acumen and life skills.

### Divisional Commitment

Your Divisional Franchisor will concentrate on the sale of Regions and the development of Regional Franchisors. This in turn will assist in our growth.

Continued investment in training will ensure Franchisees are well equipped to succeed in their Franchise Businesses and this in turn will assist in the attraction of new Franchisees.

We will continue to ensure that our systems, Operations and Occupational Health and Safety manuals are current, reflecting policy and procedures and our WHS / OH&S obligations.

## CONFIDENTIALITY

The terms of the Manual (and all other manuals and details provided to you in respect of the Franchise System including, but not limited to, details of Clients) are confidential and must be treated as such in accordance with your Franchise Agreement.

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You are not to disclose information about Jim's Group or the Franchise System except on a "need to know" basis and with approval from your Regional Franchisor.

## ETHICS

Good ethics is good business. Trust, honesty and respect form the foundation of our relationship with all parties who interact with our organisation. This includes:

- Clients;
- Prospective Franchisees and prospective Franchisors;
- Franchisors;
- Franchisees;
- suppliers; and
- the communities within which we operate.

Whilst we may all strive to conduct ourselves ethically, on occasions conflicting pressures may blur the line between ethical and immoral actions. If you are unsure as to how your actions may be viewed, talk to your Regional Franchisor.

## TEAMWORK

As a Franchisee, you now operate your own business. You are, however, part of a team. Your actions, and those of other Franchisees, will impact on the Group as a whole. If you have an unprofessional attitude towards your Franchise Business, Clients and Prospective Franchisees will view that as indicative of the Group. It is therefore important to always consider how your behaviour reflects on the Group and Jim's Group.

What is good for the Group is ultimately good for your Franchise Business however there will be times when the two seem to be at odds. If you encounter a conflict of interest in any areas of your Franchise Business, discuss the situation with your Regional Franchisor.

Co-operation with other Franchisees may allow you to swap Clients, cooperate on larger Clients and to fill-in for one another when required.

We clarify that Jim's Group is not in any employment relationship with Franchisors or Franchisees. The Franchisee is independent from the Franchisors and the National Franchisor. In addition, the Franchisee must not represent that it has the authority to act on behalf of the Franchisors and/or the National Franchisor either in the capacity as a partner or agent, or that either party is a joint venturer

## Bullying

Generally, Jim's Group is committed to providing a safe and healthy working environment that is free from bullying.

Workplace bullying is repeated and unreasonable behaviour by an individual or group of individuals towards a worker, or group of workers of which the worker is a member, which creates a risk to health and safety.

Workplace bullying can occur in a variety of ways including, but not limited to:

- verbal or written (whether by email, text message or through social media channels or other mediums) insults or abuse;
- spreading misinformation or malicious rumours;

- 
- unjustified criticism or complaints; and
  - deliberately excluding someone from workplace activities.

However, workplace bullying **does not** include reasonable management action carried out in a reasonable manner.

Workplace bullying can negatively affect a worker's mental and physical health and wellbeing and affect their ability to do their job. It can also contribute to the loss of trained and talented workers, reduce productivity and morale, create disruptions to the workplace and create legal risks.

Franchisees have an obligation, amongst others, to provide a safe and healthy working environment that is free from bullying and should ensure that policies and procedures, where required, are implemented to prevent, monitor and manage workplace bullying.

Jim's Group also has workplace bullying policies and procedures in place in relation to its workers and people at its workplace.

## Where to find further information

If you require any further information or assistance regarding workplace bullying or related matters you may contact any of the following people or organisations:

### In Australia:

#### Fair Work Commission

Website: <http://www.fwc.gov.au/>

Email: [melbourne@fwc.gov.au](mailto:melbourne@fwc.gov.au)

Phone: (03) 8661 7777

#### Safe Work Australia

Website: <http://www.safeworkaustralia.gov.au/sites/SWA>

Email: [info@swa.gov.au](mailto:info@swa.gov.au)

Phone: 1300 551 832

Or contact your local State or Territory regulator.

### In New Zealand

For further information in New Zealand we suggest you visit:

Worksafe New Zealand at <http://www.business.govt.nz/worksafe>

Ministry of Business Innovation and Employment

<http://www.dol.govt.nz/er/services/law/case/themes/2009-08-workplace-bullying.asp>

### In the United Kingdom

#### ACAS

Website: [www.acas.org.uk](http://www.acas.org.uk)

Helpline: 0300 123 1100 / 08457 47 47 47

Advisory and guidance leaflet: <http://www.acas.org.uk/media/pdf/d/I/Bullying-and-harassment-at-work-a-guide-for-employees.pdf>

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Whether you are an employer, employee or representative, you can call the ACAS helpline for free and impartial advice. The organisation will provide clear and confidential guidance about any kind of dispute or query that you have about relationship issues within the workplace. It may relate to employment rights and rules, best practice or advice about a dispute.

### **In British Columbia, Canada**

There are a number of statutes and regulations in Canada that speak to the issue of workplace bullying, discrimination and related conduct. In British Columbia, workplace bullying and conduct is regulated through WorkSafe BC, and its website can direct you to various regional offices for assistance.

#### **WorkSafe BC:**

[http://www.worksafebc.com/contact\\_us/default.asp](http://www.worksafebc.com/contact_us/default.asp).

The following publication (FAQs) by WorkSafe BC also provides useful information:

<http://www2.worksafebc.com/PDFs/Bullying/FaqsBullyingHarassment.pdf>

Other Canadian provinces and territories may have similar (though not identical) regulations with respect to workplace bullying, discrimination and other conduct.

## **THE LAW**

### **Australia**

In Australia, franchising law is dealt with in the Franchising Code of Conduct (**Code**). A copy of the Code and related documents can be found at the website for the Franchising Council of Australia (**FCA**) at [www.franchise.org.au](http://www.franchise.org.au).

A copy of the Code and related documents will be provided to you at the time you are provided with your Franchise Agreement and Disclosure Document.

You must abide by the Code at all times.

We recommend you read and consider the Code and the Franchisee Manual to the Code and that you obtain independent legal advice, if required.

### **New Zealand**

In New Zealand, franchising law is dealt with in the Code of Practice, Code of Ethics and Rules, set up by the Franchise Association of New Zealand Incorporated (**FANZ**). The abovementioned documents and other information can be found at the FANZ website at: [www.franchiseassociation.org.nz](http://www.franchiseassociation.org.nz).

A copy of the New Zealand Code of Practice and related documents will be provided to you at the time you are provided with your Franchise Agreement and Disclosure Document.

You agree to abide by the Code of Practice at all times.

We recommend that you read and consider the Code of Practice and the related documents and that you obtain independent legal advice, if required.

### **Canada**

In Canada, franchising law is dealt with in the Code of Ethics set out by the Canadian Franchise Association (**CFA**). The website for the CFA is <http://www.cfa.ca>.

A copy of the Code of Ethics and any related documents will be provided to you at the time you are provided with your Franchise Agreement and Disclosure Document.



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You agree to abide by the Code of Ethics at all times.

We recommend that you read and consider the Code of Ethics and any related documents and that you obtain independent legal advice, if required.

## United Kingdom

In the United Kingdom, franchising law is dealt with in the Franchising Code of Ethics set up by the British Franchise Association (**BFA**) (**UK Code**). The Franchising Code of Ethics can be found at the BFA website at <http://www.thebfa.org>.

A copy of the UK Code and any related documents will be provided to you at the time you are provided with your Franchise Agreement and Disclosure Document.

You agree to abide by the UK Code at all times.

We recommend that you read and consider the UK Code and any related documents and that you obtain independent legal advice, if required.

## JIMBO APP

Jim's Group has developed an Application (entitled the **JimBO App**) which will assist Franchisees in all aspects of their day to day business operations. Essentially the JimBO App will, amongst other things, allow Franchisees to:

- receive Client Leads;
- track communications with Clients;
- confirm communications with Clients once data has been entered into the JimBO App (for example: the Customer Contact Centre could advise a Client that you have in fact scheduled them in for 4 pm that day (which should aid in minimising Client complaints);
- provide a GPS function to allow Franchisees to navigate to a Client's premises; and
- manage important aspects of their day to day business operations such as finances, payment options and KPIs.

The aim of these functions is, at the very least, to ease the administrative burden on Franchisees, assist Franchisees to achieve their personal goals, provide a greater level of professionalism in the market place and to manage KPIs. We see the introduction of the JimBO App as a positive and professional step for the Group as a whole.

Every Franchisee who has signed a Franchise Agreement on or after 13 January 2013 must pay the Jimbo App Fee or Technology Fee which is currently \$10.30 (inclusive of GST) per month in the case of Australian Franchisees and currently \$10.15 (inclusive of GST) per month (in New Zealand dollars) in the case of New Zealand Franchisees (**Applicable Franchisees**). The only exceptions are for Regions and Divisions for which suitable applications have not yet been developed, as notified by National Office from time to time.

For those Applicable Franchisees who are not yet paying the JimBO App Fee or the Technology Fee, the obligation to pay it will commence immediately from the date of the Manual. Please note this requirement applies to all Applicable Franchisees for the balance of the term of their Franchise Agreement.

From the date of the Manual, all Franchise Agreements for Applicable Franchisees are amended by:

- 
- (a) inserting a new definition “**Devices** means computers, mobile telephones which have voice, internet and messaging capability and tablets which have internet browsing capability and voice capability for use with voice and data transmission services”;
  - (b) replacing the definition of Franchise System with “**Franchise System** means the set of procedures and protocols including the JiMBO App and other benefits developed by the National Franchisor solely to facilitate for the provision of Services to Clients”;
  - (c) inserting a new definition of “**JiMBO App** means the software application known as “JiMBO App” which is intended to be used in conjunction with Devices” into those Franchise Agreements that do not have a definition of “JiMBO App”. In those Franchise Agreements where there is a definition of “JiMBO App”, replace the current definition with the definition in this sub-clause (c);
  - (d) inserting a new definition of “**JiMBO App Fee** means, where applicable the monthly fee specified in item 27 of the Schedule” into those Franchise Agreements that do not have a definition of “JiMBO App Fee” or a definition of “Technology Fee”. In those Franchise Agreements where there is a definition of “JiMBO App Fee”, replace the current definition with the definition in this sub-clause (d);
  - (e) in those Franchise Agreements for Applicable Franchisees in which there is no reference to the JiMBO App and/or no reference to the Technology Fee, amend the definition of “Monthly Franchise Fee” by adding “the JiMBO App Fee”;
  - (f) replace clause 4.17 with a new clause 4.17 which reads as follows:

4.17 The Franchisee:

- (a) must purchase, lease or hire Plant and Equipment (or items of equivalent standard and quality) as may be specified in the Franchisee Information Booklet within seven days of the Execution Date. The National Franchisor will determine any dispute as to standard or quality of the Plant and Equipment acting reasonably and having regard to the fact that the Plant and Equipment must be in good working order;
  - (b) may purchase, lease or hire a Device and such other communications equipment as specified in writing by the Franchisors from time to time (**Communications Equipment**). The Device must be connected to a carrier approved by the National Franchisor from time to time;
  - (c) may download the JiMBO App onto its Devices;
  - (d) may use the JiMBO App on the Device to record and confirm appointments, receive Client Leads, track communications with Clients;
  - (e) must maintain and repair, at its own expense, the Communications Equipment and Plant and Equipment in a timely and workmanlike manner ensuring it is in good working order at all times;
  - (f) may be contactable through the Communications Equipment at all times during which the Franchise Business operates; and
  - (g) must immediately advise the Regional Franchisor if any of the Plant and Equipment or Communications Equipment is not in working order, that advice to provide an indication as to when the Plant and Equipment or Communications Equipment will be in working order.
- (g) insert a new clause 4.17B which reads as follows:
- 4.17B The Regional Franchisor agrees to pay all JiMBO App Fees (or all Technology Fees, as relevant) to the National Franchisor (**Income**) within 25 days of the end of each month;
- (h) insert a new clause 4.17C which reads as follows:

4.17C The National Franchisor agrees:

- 
- (a) to apply all Income received by it towards the further development and support of the JiMBO App (**Expenditure**); and
  - (b) arrange for all Expenditure to be audited annually at the end of each Financial Year. Where the audit establishes that Income exceeds Expenditure in any Financial Year, then the National Franchisor shall use its best endeavours to reduce the JiMBO App Fee (or the Technology Fee, as relevant) so that Income and Expenditure are approximately the same amount in any subsequent Financial Year; and
  - (i) inserting into the Schedule of those Australian Franchise Agreements that do not contain an item 27, an item 27 which states "The JiMBO App Fee is \$10.30 (including GST) per month or if different, the amount specified in the Special Conditions to the Agreement"; or
  - (j) inserting into the Schedule of those New Zealand Franchise Agreements that do not contain an item 27, an item 27 which states "The JiMBO App Fee is \$10.15 (including GST) per month or if different, the amount specified in the Special Conditions to the Agreement".

The terms and conditions which apply to the Jimbo App are available for the Franchisee to read and consider at the time the Jimbo App is downloaded. If you have any queries in relation to the Jimbo App please speak with your Regional Franchisor.

If and when your Franchise Agreement comes to an end, you must cease using the JiMBO App immediately and remove it from each Device on which it is being used. The JiMBO App is the property of Jim's Group.

Please note that, at present, the JiMBO App is available for use in Australia and New Zealand only. We anticipate that at the end of the development period the Jimbo App will be available for use in all jurisdictions. Franchisees in Canada and the UK will only be required to pay for the Jimbo App if a suitable version is available for use in their jurisdiction.

Document Control Details			
Document Description:	Introduction	Document ID:	PRO100
Revision Date:	November 2014		
Related Documents	<ul style="list-style-type: none"><li>• Franchise Agreement</li><li>• Franchising Code of Conduct</li><li>• Franchisee Manual to the Code</li><li>• Disclosure Document</li></ul>		
Forms:			
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

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# PRO101: YOUR RIGHTS AS A FRANCHISEE

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## INTRODUCTION

This Chapter aims to highlight some of your rights as a Franchisee operating a Franchise Business within the Group.

Your rights as a Franchisee are granted by various sources including, but not limited to, your Franchise Agreement, the Manual, other manuals and additional material published by Jim's Group, your Divisional Franchisor and/or your Regional Franchisor, from time to time.

The Franchisee rights outlined in this Chapter are:

- your right to service Clients within your Territory;
- your right to service Clients outside your Territory;
- your right to change Regional Franchisors;
- your right to vote out your Regional Franchisor;
- your rights in response to non-compliance by your Divisional Franchisor;
- your rights towards Clients; and
- your right to hire employees/ contractors or others.

**Note: this Chapter only aims to highlight some of your rights as a Franchisee and is not intended to be an exhaustive list. Please ensure that you are familiar with your rights as a Franchisee set out in your Franchise Agreement.**

## POLICY

It is the policy of Jim's Group that Franchisees shall be fully informed about their rights under the Franchise Agreement.

## WORK ANYWHERE

As a Franchisee, you have the first right of refusal to all work in your Territory.

Franchisees may not carry out marketing activities in another Franchisee's Territory however they may take work in that other Territory that has arisen as a result of a referral or a Client Lead from the Customer Contact Centre. The Customer Contact Centre will only pass on a Client Lead, generated from your Territory, to another Franchisee where you have indicated that you are not available to take the Client Lead or you are unable to perform the required Service.

Refer to Chapter **PRO106 Taking Work in the Jim's System**.

## CHANGE REGIONAL FRANCHISOR

If a Franchisee has an issue or concern regarding their Regional Franchisor, the Franchisee should first attempt to address and resolve the issue directly with their Regional Franchisor.

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If this approach is unsuccessful, the Franchisee should then discuss the issue or concern with their Divisional Franchisor.

If the Divisional Franchisor is unable to assist the Franchisee and to resolve the issue or concern, the Franchisee may then contact Jim Penman ([jim@jims.net](mailto:jim@jims.net) or 0413 126 766).

If a resolution is unable to be achieved, the Franchisee may elect to change Regional Franchisors and therefore take on a different Territory which will have the effect of moving their Franchise Business to another Region.

This can be done by written request to the National Franchisor. The National Franchisor will permit the Franchisee to change Regional Franchisors if, amongst other things:

- the Franchisee is not in breach of the Franchise Agreement;
- the Franchisee has not received more than the maximum threshold of Client complaints, as set out in the Franchise Agreement;
- the proposed Regional Franchisor is happy for the Franchisee to be transferred to their Region; and
- the Franchisee signs a new Franchise Agreement.

From Jim's Group's perspective, other than the costs associated with document preparation to change the Franchisee's Territory, there are no additional costs associated with a transfer and all of the Franchisee's Clients will also be transferred. However, any personal business costs such as business name change are the Franchisee's responsibility.

## VOTE OUT REGIONAL FRANCHISOR

You may have a right to take steps towards voting out your Regional Franchisor, in accordance with the procedure set out in your Franchise Agreement.

This procedure involves 51% of Franchisees in the Regional Franchisor's Region making a written request, for the termination of the Regional Franchisor, to the National Franchisor within a three month period.

If this occurs, a meeting of the Regional Franchisor, National Franchisor and representatives of the Franchisees will be held to discuss the issues. The Regional Franchisor will then be given 3 months from this meeting date to rectify any issues.

For further details please see the terms of your Franchise Agreement or contact Jim Penman directly ([jim@jims.net](mailto:jim@jims.net) or 0413 126 766).

**Note: each Franchisee is entitled to one vote per Territory.**

## NON-COMPLIANCE BY YOUR DIVISIONAL FRANCHISOR

If you are unsatisfied with your Divisional Franchisor or believe that your Divisional Franchisor is not meeting the standard that you expected when you joined the Group or if you have any other complaints, you may contact Jim Penman ([jim@jims.net](mailto:jim@jims.net) or 0413 126 766).

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## OWNERSHIP OF CLIENTS

### Clients

Jim's Group provides the Franchisee with the ability to service Clients in order to obtain an income. The right to service a Jim's Group Client will cease upon the termination of your Franchise Agreement. The ownership of the Clients will always remain the property of Jim's Group.

Throughout the course of operating your Franchise Business, you must maintain a Client register (list of Clients) that records the names, addresses, and contact telephone numbers of the Clients that you have serviced and the dates that those Clients were serviced. The Client register must also include any Clients obtained through your own efforts.

When a Client contacts the Customer Contact Centre, they will be asked whether they have previously used a Jim's Group service. If the answer is 'yes', then the Customer Contact Centre will attempt to identify the particular Franchisee who previously serviced the Client.

If any of the Clients on your Client register contact the Customer Contact Centre, you will not be required to pay a Lead Fee for the Client. Refer to Chapter **PRO106 Taking Work in the Jim's System**.

### Regular Clients

Depending on your Division and the kinds of Services that you provide, you may find that some of your Clients will be serviced at regular intervals. Clients that are regularly serviced may be classified as Regular Clients, for the purpose of your Franchise Agreement, if they are serviced regularly within the period specified in your Franchise Agreement.

A Franchisee may sell its right to service its Regular Clients to another Franchisee within its Division or to an incoming Franchisee in accordance with the terms of the Franchise Agreement.

You may also ask another Franchisee to service your Clients when you are unable to do so.

## SALE OF CLIENTS AND SPLIT SALES

One of the benefits of being a Jim's Franchisee and one of the ways you can increase your income, is through the right to sell your Regular Clients or the sale of part of your Regular Clients and/or Territory (commonly referred to as a "split sale").

A split sale is a transaction that involves you selling a part of your Territory and/or your Regular Clients (as those terms are defined in your Franchise Agreement) to an incoming Franchisee or existing Franchisee. In a split sale of part of your Territory and/or your Regular Clients, the Regional Franchisor is paid a commission of 20%.

The benefits of the right to sell Regular Clients or a split sale include:

- providing the Franchisee with a cash injection which can be used immediately for a holiday, a vehicle upgrade and/or a debt reduction;
- contributing to a better work/ life balance – for example by providing additional time for family;
- realising a price increase in Territories (or paying for the original Territory fee);
- generating a new Client base;
- passing on Clients that no longer seem worth the effort for the Franchisee;
- reducing travel time (condensing your active Territory);
- having another Jim's vehicle on the road which may create more exposure; and

- 
- creating the opportunity for new challenges.

A Franchisee may choose to pass on their Regular Clients or engage in a split sale because it will allow them to pass on a small number of Clients that are easily replaceable. This may allow a Franchisee to concentrate on the Clients they want to continue to service. It may also assist the new Franchisee to more rapidly build its Franchise Business. A new incoming Franchisee may wish to take some of your Regular Clients and also take a vacant Territory in the Region.

We recommend that your business plan include an option to sell Regular Clients and/or undergo a split sale at some stage throughout the operation of your Franchise Business. We suggest that you talk to your Regional Franchisor about the best way to make this happen.

## RIGHT TO HIRE PERSONNEL

As your Franchise Business grows, it is possible that you may need to hire employees or others, such as contractors to assist you in your Franchise Business.

Jim's Group allows Franchisees to engage or permit a person to provide Services on its behalf if the requirements set out in the Franchise Agreement are met.

These requirements include, but are not limited to:

- that the person has the required licenses, permits, qualifications and references;
- that the Franchisee is satisfied that the person is of good character; and
- that the Franchisee supervises and is responsible for all services provided by the person.

The guidelines for hiring personnel are further outlined in Chapter **PRO119 Engaging Personnel**. Please remember that as the person / entity hiring, it is your responsibility to ensure your personnel have a valid agreement and that you have the necessary policies and procedures in place in accordance with the laws in your jurisdiction.

**Note: Jim's Group or your Franchisors reserve the right to ask you to terminate the services of unsatisfactory employees or others providing services on your behalf.**



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Document Description:	Your rights as a Franchisee	Document ID:	PRO101
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Related Documents	<ul style="list-style-type: none"><li>• Franchise Agreement</li><li>• Chapter PRO106 Taking Work in the Jim’s System</li><li>• Chapter PRO119 Engaging Personnel</li></ul>		
Forms:			
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

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# PRO102: FRANCHISOR SUPPORT

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## INTRODUCTION

Jim's Group places a high degree of importance on Regional Franchisors providing an appropriate level of support to their Franchisees. We believe that a well-supported Franchisee is more likely to succeed in its Franchise Business and experience a higher level of satisfaction.

Although Regional Franchisors are likely to approach this obligation to their Franchisees differently, Jim's Group requires its Regional Franchisors to support Franchisees to the high standard expected.

This Chapter outlines the minimum level of support you can expect from your Regional Franchisor (or in the case of certain Fixed Fee Model Franchisees, the Divisional Franchisor).

## POLICY

Regional Franchisors shall provide superior support to their Franchisees.

## YOUR REGIONAL FRANCHISOR'S ROLE

Our Regional Franchisors have a range of responsibilities and tasks associated with their role including, but not limited to the following:

- selecting quality Franchisees;
- supporting those Franchisees to build a successful Franchise Business and helping them to achieve their goals and objectives;
- providing ongoing training;
- protecting the franchise brand and Franchise System;
- assisting with the development of our overall business strategy;
- providing advertising in the Region for the benefit of Franchisees; and
- aiming to run their business profitably.

## FRANCHISEE'S ROLE

As Franchisee, you are expected to meet your responsibilities and to work towards the following:

- developing your own business;
- providing the highest standard of Client service;
- continually improving your skills;
- complying with the Group system including the agreements, Manual, Division specific manual, policies and procedures;
- respecting the Jim's Group brand; and
- achieving your desired lifestyle.

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## REGIONAL FRANCHISOR SUPPORT

Regional Franchisors are required to monitor the progress of their Franchisees and assist them when required.

Your Regional Franchisor is your first point of call for any issues or problems that may arise. In essence, you are your Regional Franchisor's client and it is their responsibility to support you in the development of your Franchise Business. Your Regional Franchisor will, where required, pass your issues or problems onto the Divisional Franchisor, other Regional Franchisors, technical advisors or other subject matter experts as required.

Jim's Group places high expectations on Regional Franchisors and conducts training to ensure they meet these expectations. Jim's Group also conducts polling from time to time to ensure Regional Franchisors are adequately supporting their Franchisees.

Outlined below are some examples of the ways in which your Regional Franchisor will support you, as one of its Franchisees.

### Pro-active Contact

1. Regional Franchisors must make Pro-active Contact with each of their Franchisees:

- (a) weekly in the Franchisee's first 4 weeks; and
- (b) at least monthly thereafter, unless the Franchisee has requested less frequent contact in writing.

2. Pro-active Contact may be made by a pro-active telephone call or a face-to-face meeting, alone or in the presence of other Franchisees, provided there is a sit down discussion covering the following points:

- (a) the Regional Franchisor must check on the Franchisee's progress; and
- (b) the Regional Franchisor must provide advice on helping the Franchisee to improve their Franchise Business.

Emails or a response to a Franchisee's telephone call (Reactive Calls) is not considered Pro-active Contact.

2.1 *Examples of Pro-active Contact topics for Franchisees in their first month in relation to inducting them into the role of a Jim's Franchisee:*

- *explaining and, where relevant, demonstrating how the Franchise Systems and processes work; and*
- *ensuring they are competent in all aspects of the Franchise Business.*

2.2 *Examples of Pro-active Contact topics for Franchisees after their first month are:*

- *a challenge to raise prices and some discussion of the pros and cons of doing so; and*
- *amending their work requirements in Jim's Online to achieve their specific needs.*

3. The Regional Franchisor must enter notes in FMS detailing the Pro-active Contact within 7 days of the contact being made.

### Reactive Calls

A review of our KPIs indicates that a great attitude and a commitment to 'communicating up' can make a significant difference to your Franchise Business. Your Regional Franchisors are there to take your calls and are interested to hear about all aspects of your Franchise Business. Ensure you develop productive communications with your Regional Franchisor by calling them on a regular basis. Regular communication with your Regional Franchisor can have a positive impact on your Franchise Business.

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## Returning Calls

Regional Franchisors are expected to return your telephone calls promptly within 24 hours or by the end of the next working day. However they are also entitled to implement office hours and to be unavailable out of those hours. Where a Regional Franchisor expects to be unavailable for a significant period (for example, when they are on holidays), they will notify you by email and arrange for another Regional Franchisor to assist you with any queries that may arise during this period.

## Newsletters

Your Regional Franchisor will provide you with monthly newsletters to share knowledge and communicate essential information that may affect your Franchise Business. Some Regional Franchisors may combine their newsletters and some Divisions produce one newsletter on behalf of the Division.

Newsletters will contain information that is relevant and informative including details of upcoming meetings, hints on how to improve your Franchise Business and any relevant staff movements.

Regional Franchisors welcome Franchisee contributions to the newsletter. Franchisees who wish to contribute should contact their Regional Franchisor.

## Franchisee Meetings (held by Franchisors)

1. All Regional Franchisors (or, in the case of certain Fixed Fee Model Franchisees, the Divisional Franchisor) must conduct **8 meetings per year** for their Franchisees.

2. The meetings must be held within 50 km of each Franchisee's home. Where:

- i. a Franchisee is more than 100 km from the Regional Franchisor's place of business; and
- ii. there are 6 or less Franchisees in a population center,

up to 6 of the 8 meetings may be held by Skype.

Each meeting must include a time for general discussion. At least 7 of the 8 meetings should have a training component.

3. Regional Franchisors must provide at least 7 days' notice of the meeting to the Franchisees, including an agenda.
4. Meetings will be chaired by the Regional Franchisor and held at a location determined by the Regional Franchisor.
5. Franchisees must attend at least 75% of the 8 meetings in every 12 month period, and (if item 2 above applies) at least 1 meeting in person.
6. Regional Franchisors may hold combined meetings with other Regional Franchisors. If a Regional Franchisor has Franchisees in attendance at the combined meeting that Regional Franchisor must also attend.

## Marketing to Clients

Your Regional Franchisor is there to assist you with your Franchise Business and will help you to market to any potential Client.

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This activity is provided without cost but remember that our Regional Franchisors are not necessarily sales and marketing professionals and therefore may only be able to assist you to the extent of their knowledge in this area. Their efforts are well intentioned but cannot guarantee the successful closure of the deal.

## SWOT Analysis

When you first completed your business plan you may have conducted a SWOT (strengths, weaknesses, opportunities and threats) analysis. However, while undertaking the Initial Training (as defined in your Franchise Agreement), you may have identified areas requiring improvement. We therefore recommend that at the conclusion of the Initial Training you discuss any opportunities for improvement with your Regional Franchisor and implement a relevant strategy to achieve this.

## Business Review

Refer to Chapter **PRO103 Business Reviews and Compliance** as to scheduling regular business reviews with your Regional Franchisor.

## Client Satisfaction Surveys

**Conducted by the National Office:** After a Franchisee has provided a service to a Client, the National Office may send the Client an email inviting them to complete a Client survey regarding the service received.

**Conducted by the Regional Franchisor:** Your Regional Franchisor may also contact your Clients to survey their satisfaction with your service. The feedback provided by your Client will be utilised to improve our Services and Client satisfaction to ensure that we remain to be the best in our field.

**Franchisee Feedback:** Jim's Group may also request feedback about the service provided to you by your Regional Franchisor (either yearly, monthly or more often as determined by Jim's Group). You must provide such feedback promptly. Any responses that you provide to Jim's Group will be treated as confidential, if you wish.

## Franchisee Training Points

Franchisors are obliged to provide support, but to gain the most from the system, Franchisees should take advantage of this support. The contract requires attending at least 75% of meetings, of which there are usually at least eight per year, and to respond to Franchisor calls. However, Franchisees are considered compliant if they earn at least 60 'training points' per year, as follows:

Meeting or business review:	5
Pro-active contact:	3
Conference:	25 per day
Half Day conference	10

Thus, for example, a Franchisee who accepts one pro-active contact call per month and attends at least six meetings would be considered compliant.

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Document Description:	Franchisor Support	Document ID:	PRO102
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Related Documents	<ul style="list-style-type: none"><li>Franchise Agreement</li><li>Chapter PRO103 Business Reviews and Compliance</li></ul>		
Forms:			
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

# PRO103 - BUSINESS REVIEWS AND COMPLIANCE

## INTRODUCTION

### Business Reviews

One of the benefits of joining a franchise system such as the Group is the opportunity to obtain business advice from someone who intimately understands your business. Your Regional Franchisor is in a unique position to help you to plan, review and monitor your progress. Please note these reviews are carried out as a guide only. Your Regional Franchisor can only offer you guidance within their expertise and based on their experience.

Business reviews are a valuable tool to assist you in improving your business operations. They are aimed at enabling both you and your Regional Franchisor to evaluate your performance against your goals and against the performance of other Franchisees. It is intended to be an in-depth review of all areas of your Franchise Business, to identify areas that require improvement and to assist in the development of action plans to improve those areas.

### Compliance

The Manual and your Franchise Agreement (and any other materials provided to you) outline the obligations of you and every other party within the Franchise System.

Compliance with your obligations as a Franchisee will help to ensure that you operate your Franchise Business safely, in accordance with the law and deliver services to the satisfaction of our Clients.

## POLICY

It is the policy of Jim's Group that:

- all Franchisees are entitled to business reviews (some Divisions may require annual reviews); and
- all Franchisees must comply with the terms of their Franchise Agreement, the Manual and all other policies and procedures of Jim's Group.

## PROCEDURE – BUSINESS REVIEWS

Franchisees should undertake their first business review (unless requested sooner) at their six month mark (six months from the Commencement Date as set out in their Franchise Agreement). Subsequent to this, you may contact your Regional Franchisor to coordinate a time and place to arrange a business review. Following the first review we recommend that reviews be conducted annually by your Regional Franchisor.

A Business Review template (Form **BUS001 Business Review**) is available on the Franchisor Website and can be accessed by your Regional Franchisor to assist you. It covers areas such as:

- business overview;
- business planning/goal setting;
- marketing/sales;
- occupational health and safety;

- self-evaluation;
- administration;
- record keeping and bookkeeping;
- feedback about your Regional Franchisor;
- feedback about our values; and
- a compliance audit.

**Note: whilst the compliance audit has been incorporated into the business review form, requesting additional business reviews from your Regional Franchisor does not mean you are also obliged to undertake a compliance audit on each occasion.**

In order to gain maximum benefit from the business review, we recommend that you self-assess these areas before your discussion with your Regional Franchisor.

In addition to the above, you will be asked to provide some basic KPIs. These will be used to develop benchmarks against which you, and other Franchisees, can assess performance.

## PROCEDURE – COMPLIANCE

### Compliance Audit

A component of our obligation to you is to ensure that all Franchisees and Regional Franchisors are complying with their Franchise Agreement/s, Regional Franchise Agreements, Jim's Group manuals (including the Manual) and other documentation. On this basis we require all Franchisees to undertake a compliance audit at least once a year. This audit will deal with any aspects of your Franchise Business including (but not limited to) vehicle signage, uniforms and/ or stationary as applicable. The Regional Franchisor and/or the National Franchisor may conduct this audit.

If, as a result of that audit, it emerges that a Franchisee is not complying with an obligation in the Franchise Agreement and/or the manuals (including the Manual) and/or any other documentation, the National Franchisor may take any action it deems necessary including, but not limited to, issuing a Notice of Breach.

Compliance is required to protect all Stakeholders' businesses. As such we all have an obligation to ensure all Franchisees and Franchisors are compliant at all times. If you have any feedback in relation to any areas of non-compliance that you may identify, we encourage you to email or telephone Jim Penman directly ([jim@jims.net](mailto:jim@jims.net) or 0413 126 766).

### Loss of Compliance Discount

You will be entitled to receive the 'compliance discount' as set out in your Franchise Agreement. However, you will be at risk of losing this compliance discount if you are in breach of your Franchise Agreement and/or any aspects of any of the manuals (including the Manual) in any way.

This includes (but is not limited to) if any one of the following apply:

- a) you have failed to pay any fees or other monies payable, as required by the Franchise Agreement, including paying on time;
- b) you have failed to maintain a valid email address, as required by the Franchise Agreement and/or any of the manuals;



- c) you have been asked to attend re-training but either fail to attend or you do attend but continue to receive Client complaints in excess of the level permitted in the Manual or the Franchise Agreement;
- d) you fail to maintain signage on your trailer or vehicle, as required by the Franchise Agreement and/or any of the manuals; and/or
- e) you fail to participate in surveys conducted by the National Franchisor seeking feedback as to Franchisor performance.
- f) You fail to complete 60 annual training points specified on page 29.

## Suspension of Franchise Business

### A. Suspension by the National Franchisor or the Regional Franchisor

Under certain circumstances, the National Franchisor or the Regional Franchisor may temporarily 'suspend' the operation of your Franchise Business. The effect of a suspension is that:

- you will be forbidden from conducting your Franchise Business, including providing, or being seen to be providing, the Services under your Franchise Agreement and using the Intellectual Property of the National Franchisor, until the period of suspension has ended; and
- unless stated otherwise in your Franchise Agreement or the Manual, you:
  - may still be obligated to continue to pay all franchise fees; and
  - must continue to maintain public liability insurance and any other insurance required, as stipulated in your Franchise Agreement.

We strongly recommend that you carefully read your Franchise Agreement and all relevant manuals to familiarise yourself with the situations under which the National Franchisor or Regional Franchisor are entitled to suspend your Franchise Business. Such situations include:

- if you are in breach of the obligation to obtain and/or keep current any insurance required under your Franchise Agreement; or
- if you have committed a breach of the Franchise Agreement or any of the manuals that is likely to cause substantial loss or damage to the Franchise Business or to the reputation of the National Franchisor or Regional Franchisor and fail to rectify the breach within the time period referred to in any Notice of Breach issued against you.

### B. Suspension by Agreement

You may also wish to suspend your Franchise Business for personal reasons. Situations under which this 'voluntary suspension' may be relevant include:

- if you take maternity leave in accordance with your Franchise Agreement. In this case, franchise fees payable under your Franchise Agreement will not be payable during the period of suspension; or
- if you are experiencing temporary health problems or there are other special circumstances that may be relevant. In these cases, you will need to negotiate with the National Franchisor or Regional Franchisor as to whether franchise fees payable under your Franchise Agreement will also be temporarily suspended.

If you wish to suspend your Franchise Business for these reasons you must send your request in writing by email to your Regional Franchisor. The email must set out the reasons for the request as well as the specific dates for which the suspension will apply. Your request must then be approved by your Regional Franchisor and/or the National Franchisor.

**Note: regardless of the reasons for suspension, including for the above 'voluntary suspension' examples, the obligation to maintain the insurance required under the Franchise Agreement will remain.**

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Document Description:	Business Reviews and Compliance	Document ID:	PRO103
Revision Date:	November 2014		
Related Documents	<ul style="list-style-type: none"><li>Franchise Agreement</li></ul>		
Audit Records/Forms:	<ul style="list-style-type: none"><li>BUS001 Business Review</li></ul>		
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

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# PRO104 - PAY FOR WORK GUARANTEE

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## INTRODUCTION

The Pay for Work Guarantee (previously known as the Work Availability Guarantee or WAG) is designed to provide a new Franchisee with an income whilst their Franchise Business is in the development stage. The Pay for Work Guarantee Amount is specified in your Franchise Agreement along with the criteria for making a Pay for Work Guarantee claim.

Your Regional Franchisor will make every attempt to ensure you do not need to make a Pay for Work Guarantee claim by either referring Clients to you or by assisting you to sell your Services. If your Regional Franchisor cannot assist you to earn the Pay for Work Guarantee Amount, you may be required to perform work for the Regional Franchisor or to conduct promotional work.

The best people to approach for work are people you already know such as friends, neighbours, relatives and local shopkeepers etc. Also, fellow Franchisees from other Divisions can be a good source for referrals.

## POLICY

It is the policy of Jim's Group to assist Franchisees to achieve individual goals and objectives and to support them via a structured process throughout their franchise journey.

## FRANCHISE AGREEMENT

The Pay for Work Guarantee Clause is contained in clause 6 of the current Franchise Agreement. Please ensure you carefully read and understand this clause.

**Note: some of our existing Franchisees will have the previous "Work Availability Guarantee" clauses in their Franchise Agreement.**

## PAYMENT INFORMATION

If you successfully make a Pay for Work Guarantee claim, you will be paid the difference between your earnings and the Pay for Work Guarantee amount, as defined in your Franchise Agreement. The amount is applied first as a credit against fees or any other amount owing by you to your Regional Franchisor, the National Franchisor and/or the Customer Contact Centre and the balance (if any) will then be paid to you by direct deposit or cheque.

If you are eligible, Pay for Work Guarantee payments should be made without resistance and fast. If you have any concerns in relation to your Pay for Work Guarantee claim and/or your Pay for Work Guarantee claim has been rejected by your Regional Franchisor, the National Franchisor will act as a third party providing assistance as required. In that regard, please contact Jim Penman by email or telephone ([jim@jims.net](mailto:jim@jims.net) or 0413 126 766).

Document Control Details			
Document Description:	Pay for Work Guarantee	Document ID:	PRO104
Revision Number:	November 2014		
Related Documents	<ul style="list-style-type: none"><li>Franchise Agreement</li><li>Code</li></ul>		
Forms:			
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

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# PRO105 - FEES

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## INTRODUCTION

The fees which you must pay as a Franchisee are set out in your Franchise Agreement and Disclosure Document.

There are two main categories of fees:

- one off fees - which are generally payable at the commencement of your Franchise Agreement; and
- monthly fees – which are payable each month throughout the term of your Franchise Agreement.

It is important that you familiarise yourself with the fees you are required to pay, as well as the method of payment, prior to signing the Franchise Agreement.

## POLICY

It is the policy of Jim's Group that Franchisees must pay all fees. Regional Franchisors must assist Franchisees to ensure they do not fall behind in the payment of their fees except in exceptional circumstances. Franchisees who are unable to pay their fees may require assistance from the Regional Franchisor to build their Franchise Business.

## PROCEDURE – FEES PAYABLE

The fees set out below are examples of some of the main fees that you, the Franchisee, must pay pursuant to your Franchise Agreement (for a comprehensive list please see your Franchise Agreement and Disclosure Document):

### One off Fees

- Initial Franchise Fee: the amount payable by the Franchisee at the commencement the Franchise Agreement for the right to operate the Franchise Business;
- Initial Warranty Fee/ National Franchise Fee (if applicable): the amount payable by the Franchisee to be held by the National Franchisor to be used to protect the reputation of the Franchise Business and rectify any work that is the subject of faulty workmanship or the use of sub-standard materials by the Franchisee, in certain circumstances; and
- Initial Training Cost/Fee: the amount payable by the Franchisee for the Initial Training provided by the National Franchisor.

### Monthly Fees

- Administration Fees or Documentation Fees (if applicable): A fixed fee for the administrative costs associated with the preparation of documentation by the National Franchisor, as set out in the cost table for Document Team Services (found on the Franchisor Website);
- Monthly Advertising Fees and/or marketing fees - A fixed fee for all advertising and marketing of the Services which may be carried out by the Franchisors;
- Monthly Base Fee: A fixed fee payable for the continuation of the operation of the Franchise Business;

- National Branding Fee: A fixed fee to be used by the National Franchisor for the promotion of the Jim's brand nationwide;
- Client Lead Fee: A total fee made up of the total number of Client Leads that the Franchisee has received in a particular month;
- If applicable, JiMBO App Fee or a Technology Fee (as set out in the Franchise Agreement): A fixed fee per month (please see Chapter **PRO100 Introduction**);
- Booking Confirmation Fee: A pro-rata monthly fee for the service provided by the National Franchisor (or the Customer Contact Centre) to send an SMS to the Client, on your behalf, confirming the Client booking received;
- paging fee: amount payable to Cloud IQ for text messages (this was previously billed through each Franchisee's mobile phone plan bill and will now be billed through your monthly billing); and
- any Client call transfer fee payable monthly by the Franchisee to the Regional Franchisor in consideration of the Customer Contact Centre offering an additional service whereby the Centre transfers a Client Lead that is in the form of a telephone call from a new Client directly to the mobile number nominated by the Franchisee.

**Note: GST is payable on all fees and all fees will be increased at least annually in accordance with CPI rises (as prescribed in your Franchise Agreement and set out below).**

## CPI

- **Franchisees in Australia**

The Consumer Price Index (CPI) provides the official measure of inflation in Australia and is published by the Australian Bureau of Statistics each financial quarter. CPI may, amongst other things, be used to compare the amount of inflation between two consecutive quarters or between two financial years.

All amounts in your Franchise Agreement (with the exception of the Initial Franchise Fee/ Purchase Price and the Initial Warranty Fee/ National Franchise Fee) will be increased annually by the National Franchisor on a date in or around mid-October of each year in accordance with rises in CPI (**Increase Date**).

- **Where Issue Date prior to Increase Date**

If we issue your Franchise Agreement to you prior to the Increase Date, your Franchise Agreement will set out the fees applicable at the time that your Franchise Agreement was actually issued. The fees in your Franchise Agreement will therefore not yet have been increased to account for any CPI increases, which are to be applied on the Increase Date. This means that, even if you do not sign the Franchise Agreement until after the Increase Date, any CPI Increase will still be applied to your fees, commencing from the Increase Date.

For example: XYZ Pty Ltd receives its Franchise Agreement (in the form in which it is to be executed), Disclosure Document and other documents (**Documents**) from the Regional Franchisor on 10 October and holds the Documents for 14 days, as required by the Code. XYZ Pty Ltd then signs the Franchise Agreement on 25 October. If the Increase Date for that particular year falls on 20 October, then any CPI increase will be applied to the fees that XYZ Pty Ltd must pay under its Franchise Agreement, commencing from 20 October, and payable by XYZ Pty Ltd from the date it signs its Franchise Agreement on 25 October. In this example the CPI increase will be applied to the one off payments in the Franchise Agreement because the payments would not yet have been made.

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- **Franchisees in Canada, New Zealand and the United Kingdom**

In respect of our Canadian, New Zealand and United Kingdom Franchisees, Jim's Group will increase all fees payable under your Franchise Agreement each year, by an amount equal to any rises in the respective CPI, calculated as at the end of the month of June of each year. Any rises in CPI shall then be applied to the fees payable under your Franchise Agreement on and from the Increase Date as set out above.

The references to CPI in the above paragraph refer to the relevant Consumer Price Index as directed by the National Franchisor and published by Statistics Canada, Statistics New Zealand and the Office for National Statistics in the United Kingdom (or other), as the case may be.

## **PROCEDURE - PAYMENT OF FEES**

### **Who are the Fees paid to?**

The fees may be payable to either your Regional Franchisor or Divisional Franchisor or National Franchisor depending on the form of your Franchise Agreement.

For example, if your Franchise Agreement is a Fixed Fee Franchise Agreement the fees could either be payable to your Regional Franchisor or Divisional Franchisor and if you are on a standard Franchise Agreement the fees are payable to your Regional Franchisor (and if there is no Regional Franchisor, to your Divisional Franchisor).

Please read your Franchise Agreement and Disclosure Document to identify who payment is to be made to.

### **When are the Fees paid and how?**

At the beginning of each month, your Regional Franchisor or your Divisional Franchisor (as the case may be) will provide you with an account setting out the fees payable to your Regional Franchisor or your Divisional Franchisor (as the case may be).

The account must be paid by you within 10 days of receipt of the account which usually means that the fees will be due on the 10<sup>th</sup> day of each month. As the Franchisee, it is your responsibility to check the accuracy of the accounts provided by your Franchisor. If you believe that the account is not accurate, you must advise your Franchisor before the 10<sup>th</sup> day of the month, in accordance with your Franchise Agreement. If you do not advise us that the account is not accurate within this timeframe the account will be deemed to be accurate and you must pay it in full within the required timeframe for payment.

The account is to be paid by electronic direct bank debit. The Franchisee must complete an authority for direct debit of fees, in the form provided by the Franchisors, within 7 days of signing the Franchise Agreement.

### **What is the Compliance Discount?**

A Franchisee who pays fees on time may be entitled to receive a compliance discount in the amount set out in their Franchise Agreement (if the Franchisee is compliant with all other obligations in its Franchise Agreement).

If you are non-compliant with the obligations in your Franchise Agreement, Jim's Group may elect (at its sole discretion) to remove a part or all of your compliance discount.

For further information please refer to your Franchise Agreement.

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## LEAD FEES

A Lead Fee is defined in your Franchise Agreement and is the amount payable by the Franchisee to the Franchisor for each Client Lead (as set out in the Schedule to your Franchise Agreement).

Jim's Group Franchisees are only charged for a percentage of Client Leads they receive to allow for Clients who change their mind, are simply ringing around for quotes or who choose not to engage the Franchisee's Services etc. Refer to Chapter **PRO106 Taking Work in the Jim's System**.

Client Leads will only be cancelled under the following circumstances:

- the Client Lead was sent to the wrong Division;
- the Service is not offered by the Franchisee (provided it was entered into FMS correctly); or
- the Client Lead was sent to a Franchisee who is not registered for work.

Client Lead queries must be forwarded to your Regional Franchisor no later than two days after the Client Lead was received, as Regional Franchisors are required to follow up with prospective Clients. Please note that only your Regional Franchisor may cancel Client Leads.

**Note: in accordance with the Manual, a Client Lead will not be cancelled for such reasons as the Client changing their mind, only asking about price etc.**

### All Division Client Leads

Subject to what is said below, there are certain Client Leads which may be referred to and serviced by Franchisees in any Division. Such Client Leads are known as 'All Division Client Leads' and relate to selected Services which do not, as at the date of the Manual, specifically fall under the umbrella of any of the Services offered by any of our existing Divisions:

- All Action Swing Set;
- All Anti Slip Commercial;
- All Anti Slip Residential;
- All Assembly;
- All Gutter Guard Double Storey;
- All Gutter Guard Single Storey;
- All Hills Clotheslines;
- All Hills Playing Mantis;
- All Rotary Hoe; and
- All Trampolines,

(together, the All Division Services ).

A Franchisee in any Division may take any All Division Client Leads and provide an All Division Service to a Client, provided that the Franchisee:

- has attained the appropriate training or qualification and/or having obtained the required certificates including but not limited to occupational health and safety which are required prior to taking the All Division Client Lead and providing the All Division Service;
- obtains the relevant service code in FMS in order to be referred the All Division Client Lead (**All Division Service Code**); and



- pays the amount of \$10.30 inclusive of GST for each All Division Client Lead taken (**All Division Client Lead Fee**).

For further information about Client Leads, please see Chapter **PRO106 Taking Work in the Jim's System**.

**Note: the All Division Client Lead Fee will be increased annually in accordance with CPI rises (as prescribed above).**

### Cross Divisional Client Leads

Subject to what is said below, there are certain Client Leads in respect of a Service that ordinarily falls under the umbrella of Services offered by one Division which a Franchisee in another Division may be permitted to take and service (**Cross Divisional Client Lead**), with the consent of the Divisional Franchisor of the Division that ordinarily offers the Services (**Other Divisional Franchisor**). These Services are known as '**Cross Divisional Services**'.

For example, the Divisional Franchisor of Mowing may agree to allow Diggers to provide "Mow Rubbish Green", notwithstanding that this Service would not otherwise fall under the ordinary Services offered by Diggers.

A Franchisee may make a request to their Regional Franchisor to be granted the right to take Cross Divisional Client Leads and will be allowed to provide the Cross Divisional Service if:

1. the Regional Franchisor and the Other Divisional Franchisor agree;
2. the Franchisee is qualified to provide the Cross Divisional Service including that they have undertaken the training and obtained any certificates or other qualifications required;
3. the Franchisee has obtained the relevant insurance at the prescribed level; and
4. the Franchisee pays the lead fee allocated to the Cross Divisional Client Lead,

(together, **Conditions**)

The Cross Divisional Code may be cancelled at any time by the National Franchisor or the Regional Franchisor without notice if the Franchisee no longer meets the Conditions or is otherwise in breach of its Franchise Agreement. In the event that the Cross Divisional Code is cancelled, for whatever reason, the Franchisee must cease to provide the Cross Divisional Service.

## NATIONAL BUSINESS NAME REGISTRATION

### ASIC Registration Service

The National Business Names Register replaced the State and Territory business name registers on or around 28 May 2012.

An Australian Business Name must now be registered with the Australian Securities and Investments Commission (**ASIC**) through its National business names registration service which facilitates online registration using ASIC Connect.

The business names formerly registered on the State and Territory business name registers have been automatically transferred to the National Business Names Register.

A business name holder may wish to check the information that automatically transferred to the National Business Names Register to verify that it is correct. ASIC will now contact the business name holder when it is time to renew the business name.

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A business name can be registered for a period of 1 year or 3 years.

### Management of Jim's Business Names

On 17 May 2013 the Advisory Committee decided that, from 1 July 2013, Jim's Group will manage the Group's business names.

This means that from 1 July 2013, Jim's Group will register, transfer, renew, cancel and otherwise deal with business names on behalf of Franchisees and Franchisors for the relevant fee set out in the Cost Table for Document Team Services which is payable by the business name holder in addition to any applicable ASIC fees.

Jim's Group will register all business names for a period of 3 years.

As a result of the Advisory Committee's decision, Franchisees and Franchisors are no longer entitled to register, transfer, renew, cancel or otherwise deal with their Jim's business name on their own behalf.

Instead, Franchisees and Franchisors must provide Jim's Group with a signed Form **DOC005 Authority to Register Business Name** which amongst other things authorises Jim's Group to:

- act as an agent for the business name holder to update, renew, cancel, transfer or otherwise deal with the business name on their behalf; and
- accept the service of documents in relation to the business name on behalf of the Franchisee or Franchisors.

### Business name registration process for a Franchisee

Jim's Group will reasonably endeavour to register the business name accurately and without delay once it has received the relevant information set out on the signed Form **DOC005 Authority to Register Business Name**. Please note that ASIC can take a number of days to process a business name registration.

Regional Franchisors should verify the following information with their Franchisee as early as possible to facilitate the timely registration of the business name for the Franchise Business:

Information Required	Comments / Suggestions	Done
Business Name	The parties to the Franchise Agreement should choose and agree upon a business name for the Franchise Business in the following form: <ol style="list-style-type: none"><li>1. Jim's (Division) (Territory) Eg. Jim's Mowing (Mooroolbark), in respect of a Franchise Business granted under a standard Franchise Agreement; or</li><li>2. Jim's Division, Territory, Eg. Jim's Conveyancing, Mooroolbark, in respect of a Franchise Business granted under a fixed fee Franchise Agreement.</li></ol>	<input type="checkbox"/>
Business Name Availability	Before the parties complete Form <b>DOC005 Authority to Register Business Name</b> the Franchisor may wish to verify that the business name is available by:  <ol style="list-style-type: none"><li>(a) searching the business name register which can be accessed at: <a href="http://www.asic.gov.au/">www.asic.gov.au/</a>; or</li><li>(b) Asking Jim's Group to conduct the business name search by emailing <a href="mailto:asicreq@jims.net">asicreq@jims.net</a></li></ol>	<input type="checkbox"/>

Identify the Franchisee/ Franchisee Entity	Ensure that the proposed business name holder is the same entity as the proposed Franchisee. This means that the name, A.C.N (if applicable) and A.B.N should be the same as in the Franchise Agreement.	<input type="checkbox"/>
Business Name Holder's A.B.N	Ensure that the prospective business name holder has an A.B.N or has applied for one. Jim's Group will need to provide ASIC with either:  (a) The prospective business name holder's A.B.N; or  (b) The prospective business name holder's A.B.N application reference number,  in order to lodge the application to register a business name.	<input type="checkbox"/>
Business Name Holder Information	Ensure that all the information provided by the proposed business name holder is correct.	<input type="checkbox"/>
<b>In the case of a Resale</b>	The Regional Franchisor should:  (a) Contact the Vendor Franchisee / Franchisee and request the ASIC key for their business name (if the business name was registered prior to 17 May 2013. Jim's Group has a record of the ASIC Key for all business names registered after 17 May 2013).  <ul style="list-style-type: none"> <li>The ASIC Key is an 11 digit number allocated to a particular business name;</li> <li>The ASIC Key is required to transfer/cancel or otherwise deal with the business name.</li> <li>If the Vendor Franchisee / Franchisee has misplaced the ASIC key, they can apply online to ASIC at <a href="http://www.asic.gov.au/asic/asic.nsf/byHeadline/ASIC%20key">http://www.asic.gov.au/asic/asic.nsf/byHeadline/ASIC%20key</a> to have it re-issued to them.</li> </ul> (b) Provide Jim's Group with the ASIC key by writing it on the Form <b>DOC005 Authority to Register Business Name</b> .	<input type="checkbox"/>

The business name holder will then be in a position to complete and sign the Form **DOC005 Authority to Register Business Name**. Please ensure that the form is complete and contains the correct information before it is sent to Jim's Group at [asicreg@jims.net](mailto:asicreg@jims.net).

Once the completed Form **DOC005 Authority to Register Business Name** is received, Jim's Group will complete and submit an online application to register the business name through to ASIC Connect.

A copy of the Business Name Registration Certificate will be emailed to the Regional Franchisor and the Franchisee once the business name is registered.

The Regional Franchisor will then be invoiced directly for the ASIC Fees and the relevant business name registration fee as set out in the Cost Table for Document Team Services payable to Jim's Group. These fees should be collected by the Regional Franchisor from the Franchisee at sign up.

Document Control Details			
Document Description:	Fees	Document ID:	PRO105
Revision Number:	November 2014		
Related Documents	<ul style="list-style-type: none"><li>• Franchise Agreement</li><li>• Disclosure Document</li><li>• Chapter PRO100 Introduction</li><li>• Chapter PRO106 Taking Work in the Jim’s System</li></ul>		
Forms:	<ul style="list-style-type: none"><li>• Form DOC005 Authority to Register Business Name</li></ul>		
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

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# PRO106 - TAKING WORK IN THE JIM'S SYSTEM

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## INTRODUCTION

This Chapter outlines the way in which work will be allocated to Franchisees and offers some practical guidance about the Jim's Online system and how you may use Jim's Online to control the work that is referred to you by the Customer Contact Centre.

## POLICY

It is the policy of Jim's Group that, on a weekly basis, Franchisees shall maintain their work requirements on Jim's Online and further that they shall ensure Jim's Online contains a list of all of the Clients the Franchisee services.

## TAKING WORK AS A FRANCHISEE

As a Franchisee, you have been granted the right to operate your Franchise Business within a "Territory". Your Territory in your Franchise Agreement could be defined either by:

- a postcode or number of postcodes;
- a suburb or number of suburbs;
- a list of streets, (which may or may not include house numbers);
- map; and/or
- other description.

Generally, and subject to the exceptions set out elsewhere in this Chapter, a Franchisee will have priority to the work within its Territory or, in other words, will have the first right of refusal in respect of Client Leads within its Territory.

If a Client contacts the Customer Contact Centre, the Client Lead is passed to you as long as you have indicated on Jim's Online (or by contacting your Regional Franchisor or the Customer Contact Centre) that you are willing to accept Client Leads and are able to provide the requested Service/s. If you are not available, the Client Lead will be passed to another Franchisee.

### Work Requirement Codes

A - All Areas	Any work in all suburbs or postcodes listed
L - Local Areas	Any work in your local suburbs or postcodes
T - Territory	Territory only
P - Previous Clients	No new Leads, but will take repeat work from previous Clients
0	Working but not taking new Client Leads or previous Clients

N -Not Working	No work sent out by SMS today, but may be sent work for the future. So keep
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	telephone turned on at all times
H - Holiday	Holidays
S - Sick	Sick
Z - Zones	Zones

Any of the Work Requirement Codes apart from 'Local Areas' or 'All Areas' may be registered as a 'default', meaning that it stays on the system until you ask for a change to be made. Franchisees who have a good complaints record may ask their Regional Franchisor to set the default to 'Local Areas' or even 'All Areas'. The Regional Franchisor may not agree to this, especially if they see any chance of an increase in complaints.

## Putting Down for Work

Franchisees are required to phone the Customer Contact Centre or use Jim's Online at least once a week to set work requirements. Carefully consider how much work you will need in the future, remembering that not all quotes will be accepted at once. Not putting down for work may leave you short. On the other hand, if you are overloaded during the week, phone the Customer Contact Centre or use Jim's Online to reduce the areas. Change 'All Areas' to 'Local Areas', or 'Local Areas' to 'Territory'.

### Work Requirements

Even if you are not taking work, more information will help us look after you and the Clients you service. For example, you may not want new Client Leads but would like 'Previous' Clients. The relationship has been established, you probably will not need to quote, and you pay no Lead Fee. The system even allows you to specify that you want 'Previous Clients' only in the areas you currently service. Regular Clients will be referred back to you as a matter of course.

Putting down as 'Not Working', 'Sick' or on 'Holidays' all allow us to give better information to Clients. For example, if a Client rings up to say you are running late, and you are on no new work, we will offer to send a message. If you are sick or on holidays, we might explain you will be back next week. This makes it less likely one of your Clients will be upset and either cancel or register a complaint.

**Note: to retain previous Clients outside of your current settings tick the appropriate boxes in the two lines pictured below that refer to previous Clients. You will find this in Jim's Online under "Getting work":**

**Other options**

Call or quote clients?

quote ▾

Get previous clients outside your areas list?

☐

Regular only?

☐

Get previous clients outside your work requirements?

☒

Regular only?

☒

Accept post dated leads?

☒

What area does your same day guarantee apply to??

Zone: Northern zone ▾

### Specifying Time of Day

You may also specify what times of day you are willing to take work. Note that the times are your work times; you may receive Client Leads outside of the time e.g.: for work to be done the next day. For example, if you only wish to accept work before noon on a Saturday, phone the Customer Contact Centre and ask them to make your available times for Saturday between 8 am and 12 noon.

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You have a maximum of two hours to respond to a phone call from a Client. Alternatively, ask the Customer Contact Centre to directly book in Clients for a quote. This avoids the need for a phone call, unless the arranged time does not suit. Another option is to ask for a message to appear on screen whenever your name comes up. Thus, if you will be out of mobile phone range in the morning, the Client could be told you will phone them back between 2 pm and 4pm.

Before phoning the Customer Contact Centre or using Jim's Online, work out exactly how much work you will need over the next week or two.

The JiMBO App can assist in managing Client records. See Chapter **PRO100 Introduction** for further information about the JiMBO App.

**Note: we recommend that when you are short of work you put down for the maximum hours. If a Client Lead comes in late at night you need only telephone the Client to book in for the next day.**

## JIMS ONLINE SYSTEM

Jim's Online has been created to give you assistance with managing your Franchise Business.

To access Jim's Online, go to <http://www.jimsonline.net>. Your log on details were provided at setup. You must have a valid email address on the system to receive a password (which is generated automatically and sent to your email address before or on the date you commenced operating your Franchise Business).

Franchisees can change their own details on-line through Jim's Online. These include:

- work requirements;
- changing service codes and areas;
- adding and removing Regular Clients;
- changing Client details; and
- getting previous Clients outside your area and accepting post-dated leads etc.

There are some restrictions, depending on the Franchisee's situation. For example, Franchisees on the Pay for Work Guarantee (previously known as the Work Availability Guarantee) cannot remove Services or reduce suburbs. Regional Franchisors also need to approve new Services, to make sure you are capable and qualified to do the work.

**Jim's Online - Franchisee Management System v5**

[Home](#)
[Clients](#)
[Getting work](#)
[Billing](#)
[Find local FSE](#)
[Options](#)
[Reports](#)
[Suppliers & Offers](#)
[Downloads](#)
[Manual](#)
[Forum](#)
[Log out](#)

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**Your franchise**

Code: 3ZZ1

Territory: Jim's Mowing (Mooroolbark)

Region: Jim's Group Pty. Ltd.

Started: 13/08/2012

Status: OK

**Your details**

Name: Nick Test

Mobile:

Email: nick.cheng@jims.net

Address: 48 Edinburgh Rd Lilydale 3140 VIC

**Contacts at Jims**

**Franchisor:** Blank - [infotech@jims.net](mailto:infotech@jims.net)

**Divisional:** -

**Admin centre:** Melbourne - (03) 9780 9876 [cchelp@jims.net](mailto:cchelp@jims.net)

**National:** (613) 9780 9998 [national@jims.net](mailto:national@jims.net)

**Jim:** [jim@jims.net](mailto:jim@jims.net)

**Work needed**

0 - 0 - 0 - 0 - 0 - 0 - 0 - 0

[Change work needed...?](#)

**Compliance**

Trailer/Vehicle photos:  
**Non-compliant no photo**

Complaints/Surveys:  
**OK**

**Statistics**

**Leads:** (forever) 13  
(last 30 days) 0

**Pickups:** (forever) 95  
(last 30 days) 0

**Complaints:** 5  
(last 6 months)

**Commendations:** 1  
(last 6 months)

## Selecting Suburbs and Services

One of the great strengths of Jim's Online is that it provides work, as far as possible, where and when you want it. This is done through a computer system that automatically allocates work to the right person.

At or shortly after signup, your Regional Franchisor will help work out what Services you are able to provide Clients, out of the complete list for your Division. You must not offer Services that you are not legally qualified, or competent, to perform. They will also set a list of suburbs (or postcodes) where you are willing to take work, usually those around your Territory or home. In the beginning, this may be quite a large area, especially if you may wish to make claims for any Pay for Work Guarantee. With time, as you get busier and start rejecting work, reduce these suburbs so as to limit travel time. There is no sense taking work ten kilometres from home if you can stay busy working five kilometres from home.

It is possible to set different suburbs for different Services.

## Changing Work Requirements

Franchisees may change their work requirements and add suburbs or postcodes taken by telephoning their local Customer Contact Centre or by using Jim's Online.

### All Areas

The complete list of suburbs taken is called the 'All Areas'. This is the standard setting for a new Franchisee coming on board unless they start with an established business.

### Local Areas

Suburbs closer to home should be set up as a 'Local Area'. It is far better to take Client Leads in local suburbs (your Local Area) consistently, rather than 'All Areas' occasionally. Reduced travel means more profit.



## Territory

As set out above, your defined Territory is an area where you have the first right of refusal to Client Leads (unless those Clients have been previously serviced by another Franchisee). If you do not wish to take Client Leads in the Territory, they will go to another Franchisee – in which case the Territory owner abandons all rights to that Client in the future.

Always try to at least take Client Leads in your Territory, as this builds a much better Franchise Business in the long run. We suggest Franchisees set their Territory as a 'default' work requirement, meaning that you will receive new Client Leads and previous Clients in the Territory when they ring the Customer Contact Centre or book online.

**Note: the Territory definition is not accessible through Jim's Online.**

## Zones

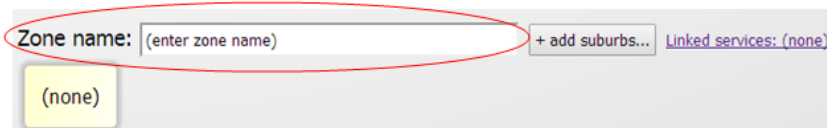
We advise not using 'Zones' unless you have some specific requirement. Most Franchisees use only the standard 'Territory', 'Local Areas' and 'All Areas' requirements. If you wish to use this requirement we suggest you first speak with your Regional Franchisor.

### How to Create a Zone

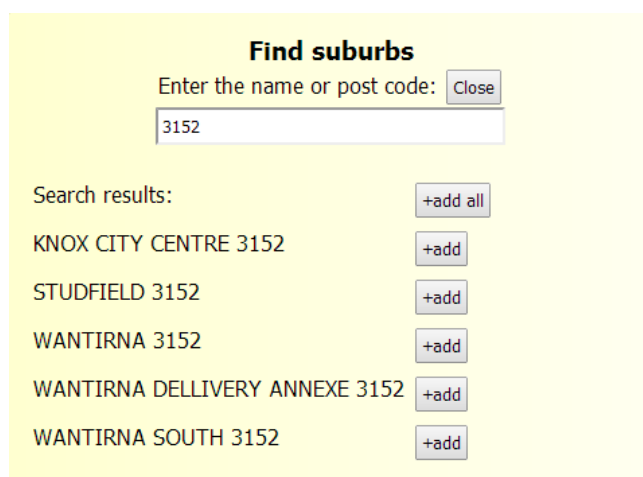
This is done through the Areas screen on Jim's Online. Firstly, move your mouse on Getting work, and click the Areas / Zones. You will then have the option to create a new Zone:

+ add new zone?

Click "+add new zone?", and click OK to confirm. Then, you must enter a name for the zone. This is important, as it will be used later when setting work requirements. For example, zones could be called "North area", "South area", or "Zone A/B/C" etc:



Once the name is entered, simply enter suburb name or post code, then click "+add" to add the particular suburbs as you normally would to any other area or "+add all" for all listed suburbs, and click "Close":



You are free to create as many zones as you like, as long as you give them distinctive names. You can also modify the zones at any time through the same screen. If you wish to delete a zone, you will need to contact your Regional Franchisor or your Customer Contact Centre.

## How to Assign Zones in Work Requirements

This is done through the 'Work Needed' screen, which is accessible from the "Change work need..?" on the home page or "Getting work" on the menu bar.

For example, to work in the "Northern zone" on Friday, click "...pick zones..." for Friday on the zones column:

**Work needed**

Go to: 14/02/2014 GO << Previous week Next week >>

Date	Code	Start	End	Same day guarantee?	Maximum leads	Zones	(copy/paste settings)
<b>Friday</b> 14-02-2014	0-Zero	7am	6:30pm	<input checked="" type="checkbox"/>	any	<a href="#">...pick zones...</a>	<a href="#">COPY</a>
<b>Saturday</b> 15-02-2014	0-Zero	7am	6:30pm	<input checked="" type="checkbox"/>	any	<a href="#">...pick zones...</a>	<a href="#">COPY</a>
<b>Sunday</b> 16-02-2014	0-Zero	7am	8pm	<input checked="" type="checkbox"/>	any	<a href="#">...pick zones...</a>	<a href="#">COPY</a>
<b>Monday</b> 17-02-2014	0-Zero	7am	8pm	<input type="checkbox"/>	any	<a href="#">...pick zones...</a>	<a href="#">COPY</a>
<b>Tuesday</b> 18-02-2014	0-Zero	7am	9:30pm	<input type="checkbox"/>	any	<a href="#">...pick zones...</a>	<a href="#">COPY</a>
<b>Wednesday</b> 19-02-2014	0-Zero	7am	6:30pm	<input type="checkbox"/>	any	<a href="#">...pick zones...</a>	<a href="#">COPY</a>

Then tick "northern zone" and click OK:

**Pick zones:**

- ☐ aesfsdfdxfg
- ☐ Brendan's Other Zone
- ☐ Building Inspections (NSW North)
- ☐ Building Inspections (NSW North) SIMPLIFIED
- ☐ Conveyancing (Eastern Victoria) SIMPLIFIED
- ☐ Conveyancing (Western Victoria) SIMPLIFIED
- ☐ East zone
- ☐ eastwood
- ☐ john's zone
- ☐ MOOROOLBARK
- ☐ New zone
- ☐ New zone
- ☐ New Zone (Please rename)...
- ☒ Northern zone
- ☐ Stuart's Test
- ☐ Test & Tag(Bay of Plenty)
- ☐ Twilight Zonef
- ☐ VIC ONLY
- ☐ Zone A
- ☐ Zone C
- ☐ ZZ1 local area

You will see the work code changes to “Z-Zones” and the name of the zone is displayed. Now, on Friday you will only receive work in your “Northern Zone”.

**Work needed**

Go to: 14/02/2014  << Previous week Next week >>

Date	Code	Start	End	Same day guarantee?	Maximum leads	Zones	(copy/paste settings)
<b>Friday</b> 14-02-2014	Z-Zones	7am	6:30pm	<input checked="" type="checkbox"/>	any	Northern zone	<a href="#">COPY</a>
<b>Saturday</b> 15-02-2014	0-Zero	7am	6:30pm	<input checked="" type="checkbox"/>	any	<a href="#">...pick zones...</a>	<a href="#">COPY</a>
<b>Sunday</b> 16-02-2014	0-Zero	7am	8pm	<input checked="" type="checkbox"/>	any	<a href="#">...pick zones...</a>	<a href="#">COPY</a>
<b>Monday</b> 17-02-2014	0-Zero	7am	8pm	<input type="checkbox"/>	any	<a href="#">...pick zones...</a>	<a href="#">COPY</a>
<b>Tuesday</b> 18-02-2014	0-Zero	7am	9:30pm	<input type="checkbox"/>	any	<a href="#">...pick zones...</a>	<a href="#">COPY</a>

You can assign multiple zones using the same method, by clicking the zones column for the day (as above) then ticking multiple zones. For example, this Franchisee has different zones assigned to different days:

☒ Northern zone  
☐ Stuart's Test  
☐ Test & Tag(Bay of Plenty)  
☐ Twilight Zonef  
☐ VIC ONLY  
☒ Zone A  
☒ Zone C  
☐ ZZ1 local area

**Work needed**

Go to: 14/02/2014  << Previous week Next week >>

Date	Code	Start	End	Same day guarantee?	Maximum leads	Zones	(copy/paste settings)
<b>Friday</b> 14-02-2014	Z-Zones	7am	6:30pm	<input checked="" type="checkbox"/>	any	Northern zone	<a href="#">COPY</a>
<b>Saturday</b> 15-02-2014	Z-Zones	7am	6:30pm	<input checked="" type="checkbox"/>	any	Northern zone, Zone A, Zone C	<a href="#">COPY</a>

To easily assign the same zones to several days at a time, simply click the “COPY” for the days that you would like to copy. Then you can click the “PASTE” on the date that you would like to copy to. You can “PASTE” your work requirement setting to as many days as you want on the same page. For example:

**Work needed**

Go to: 14/02/2014  << Previous week Next week >>

Date	Code	Start	End	Same day guarantee?	Maximum leads	Zones	(copy/paste settings)
<b>Friday</b> 14-02-2014	Z-Zones	7am	6:30pm	<input checked="" type="checkbox"/>	any	Northern zone	<a href="#">COPY</a>
<b>Saturday</b> 15-02-2014	Z-Zones	7am	6:30pm	<input checked="" type="checkbox"/>	any	Northern zone, Zone A, Zone C	<a href="#">COPY</a>
<b>Sunday</b> 16-02-2014	0-Zero	7am	6:30pm	<input checked="" type="checkbox"/>	-select-	<a href="#">...pick zones...</a>	<a href="#">COPY</a>
<b>Monday</b> 17-02-2014	0-Zero	7am	8pm	<input type="checkbox"/>	any	<a href="#">...pick zones...</a>	<a href="#">COPY</a>

**Work needed**

Go to: 14/02/2014  << Previous week Next week >>

Date	Code	Start	End	Same day guarantee?	Maximum leads	Zones	(copy/paste settings)
<b>Friday</b> 14-02-2014	Z-Zones	7am	6:30pm	<input checked="" type="checkbox"/>	any	Northern zone	PASTE
<b>Saturday</b> 15-02-2014	Z-Zones	7am	6:30pm	<input checked="" type="checkbox"/>	any	Northern zone, Zone A, Zone C	DONE
<b>Sunday</b> 16-02-2014	0-Zero	7am	6:30pm	<input checked="" type="checkbox"/>	-select-	...pick zones...	PASTE
<b>Monday</b> 17-02-2014	0-Zero	7am	8pm	<input type="checkbox"/>	any	...pick zones...	PASTE

**Work needed**

Go to: 14/02/2014  << Previous week Next week >>

Date	Code	Start	End	Same day guarantee?	Maximum leads	Zones	(copy/paste settings)
<b>Friday</b> 14-02-2014	Z-Zones	7am	6:30pm	<input checked="" type="checkbox"/>	any	Northern zone	PASTE
<b>Saturday</b> 15-02-2014	Z-Zones	7am	6:30pm	<input checked="" type="checkbox"/>	any	Northern zone, Zone A, Zone C	DONE
<b>Sunday</b> 16-02-2014	Z-Zones	7am	6:30pm	<input checked="" type="checkbox"/>	-select-	Northern zone, Zone A, Zone C	
<b>Monday</b> 17-02-2014	0-Zero	7am	8pm	<input type="checkbox"/>	any	...pick zones...	PASTE

## Setting up Areas on Jim's Online

**How to....** set up your Services to receive lucrative Client Leads in a wider area whilst only receiving the less lucrative Client Leads in a much smaller area and/or Territory only.

The most effective way to set up your Services as described above is by using your "Territory", "Local" and "All Areas" effectively - the use of zones in itself will not assist you in achieving this.

**Common Misconception:** When assigning a Service to "All Areas" you are not just assigning the Service to what you know as your "All Areas", you are literally assigning the Service to be provided in *ALL of your AREAS*.

In this example we have a Franchisee, named John, who wishes to offer rubbish removal, gutter cleaning and garden clean ups in a much wider area than he is prepared to travel for mow once, mow regular etc.

John has set up his areas as follows:

Local Areas – Suburbs one postcode ring around John's Territory

All Areas – Suburbs three post code rings around John's Territory.

John's Services are then adjusted to reflect where John is willing to do which types of work:

Mow Once, Mow Regular, Mow Garden, Mow Prune, Mow Hedge – Provides in Territory Only

Mow Spray Poison, Mow Clean Up, Mow Chainsaw, Mow Ride – Provides in Local Areas Only

Mow Rubbish & Mow Gutter Clean – Provides in All Areas

This will ensure that John will receive work in ALL of his areas for mow rubbish & mow gutter clean, but only in the selected areas for the other Services.

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If John wanted to create a zone for Mondays when he is often in a couple of neighbouring suburbs all day, he could select to take work only in the areas selected in his zones on Mondays, and he would only receive Services that were assigned to an area which includes the zoned areas in his normal areas on that day. This will not limit the service codes in itself, this has already been done in step one of this process.

## CUSTOMER CONTACT CENTRES

A list of each of the Customer Contact Centres and their contact details is set out on the following page.

## Jim's Group Customer Contact Centres

Customer Contact Centre	Contact details	Coverage	Hours of Operation		
			Monday to Thursday	Friday	Saturday
Melbourne, Australia	Ph. (03) 9780 3333 Mob. 0434 180 430 (Jim's Mobile Plan - Optus) <a href="mailto:cchelp@jims.net">cchelp@jims.net</a> 48 Edinburgh Road, Mooroolbark VIC 3138	All of Australia	7am to 8pm (All states except WA) 6am to 7pm (WA Only)	7am to 8pm (All states except WA) 6am to 7pm (WA Only)	8am to 4pm (All states except WA) 7am to 3pm (WA Only) & sundays
United Kingdom	<a href="mailto:davidh@jimsmowing.co.uk">davidh@jimsmowing.co.uk</a>	All of UK	8am to 8pm	8am to 8pm	8am to 4pm
Auckland, New Zealand	Ph. 0011 64 09 522 2265 <a href="mailto:jimsauck@xtra.co.nz">jimsauck@xtra.co.nz</a>	New Zealand North Island & Waikato Region	8am to 6pm	8am to 6pm	8am to 12pm
Christchurch, New Zealand	Ph. 0011 64 03 377 5544 <a href="mailto:chchadmin@jimsmowing.net.nz">chchadmin@jimsmowing.net.nz</a>	New Zealand South Island	8am to 6pm	8am to 6pm	8am to 12pm
Canada	Ph: 604 690 5467 Email: <a href="mailto:info@jimsmowing.ca">info@jimsmowing.ca</a> ; <a href="mailto:craig@jimsmowing.ca">craig@jimsmowing.ca</a>	British Columbia, Canada	8am to 5pm	8am to 5pm	9am to 12pm

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## CLIENT ENQUIRIES

When a Client calls the Customer Contact Centre, the staff member asks a number of questions. First is the Service, which decides who is able to do the job, and even which Division. For example, pruning will go to Jim's Mowing (if less than 4 meters) and Trees will go to Jim's Trees (if greater than 4 meters). The Client is then asked for their address, which allows the computer to find out if they have been serviced previously. If so, and if the Franchisee has suitable work requirements entered, they are sent a message by SMS to their telephone such as:

\$JOB: ELAINA RAOSO, 48 LOVILL DR, ST ALBANS 3021(26 B6) 93120631, MOW ONCE, 10/6 9:55  
PLS PH CL TO ARR Q

If not, FMS will check to see which other Franchisee is available to take the job, and allocate it according to the following priorities:

The system checks for Territory first (the Territory in which the Client's address is situated).

Failing this, it looks for any other Franchisee in the Region. If more than one Franchisee, it selects the Franchisee with the fewest Client Leads in the past three days (Franchisees on PFWG priority have their Client Leads counted as half).

If two Franchisees are on the same number of Client Leads, the system selects the closest Franchisee to the Client.

Failing all this, it goes to Franchisees in other Regions and applies the same system.

Franchisees may also put down for/ nominate 'same day service', which guarantees they will do a job that same day if the Client phones before 12 pm. If the Client insists they want same day service, a Franchisee who is down for it will get the Client Lead over one who is not, even though the latter would normally have higher priority. Franchisees can specify 'same day service' for just their Territory, or their 'Local' or 'All' areas.

Territories are, of course exclusive, but any other priority is not. If more than one available Franchisee has the same level of priority, the job goes to the Franchisee who has had the fewest new jobs in the past few days, with Franchisees on PFWG having their past jobs considered as half value. In other words, if Franchisee A has had three recent jobs and Franchisee B two, Franchisee B would normally get the next Client Lead. But if Franchisee A is on PFWG, their three jobs would be counted as 1.5, so the next Client Lead would go to them.

If two Franchisees have the same priority, the Client Lead goes to the closest Franchisee. This is normally measured from the Territory, but a Franchisee can choose a different place as a 'central location' from which the distance is measured.

The Customer Contact Centre will record the Client's name, address and telephone number, followed by a brief message on what they want. A booking is then made, and the Client is normally told they can expect a call within two hours. However, the message can be varied in a number of ways.

You or your Division may offer a faster call back.

You may choose to have the office set a time for a quote, thus locking the quote in and avoiding the need for a call back.

You may offer a call back at a specified time interval later in the day. For example, if you know your telephone will be out of range in the morning.

All these options can be set on the Customer Contact Centre's computer, either by altering settings or as a message in your personal pop-up box. Ask your Regional Franchisor or, for short-term changes only, your local Customer Contact Centre.



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JOB: ELAINA RAOSO, 48 LOVILL DR, ST ALBANS 3021(26 B6) 93120631, CLEAN ONCE,10/6 9:55  
PLS PH CL TO ARR Q

If you receive an SMS and cannot service a Client for any reason, contact the Client to rebook, or contact the Customer Contact Centre ASAP for reassignment. In this case, you will be considered as wanting no more work that day. For most Divisions, a Client Lead refused within 30 minutes of being sent will not attract a Lead Fee. After 30 minutes a Lead fee will be charged.

There may be errors in messages sent by SMS, especially in the spelling of Client names. Try transposing 'f' for 's', 'b' for 'd', etc. Telephone the Client if possible, or the Customer Contact Centre if you need help. As our system is connected to the street directory, mistakes in street spelling are rare. You may also receive a street directory reference on the message you receive by SMS, for ease of direction.

Used properly, the system gives excellent Client service and allows Franchisees to turn a high proportion of Client Leads into work. The average conversion rate across the Group is around 75%.

### **What Do We Tell Clients?**

Clients often ask for information on pricing. Our Customer Contact Centre staff only give the information your Division asks them to give. For example, Jim's Antennas Clients never receive price estimates, while Jim's Car Cleaning Clients do. Each Division has its own policy in this area, though Franchisors and Franchisees can set their own rates.

### **Gift Vouchers (if applicable in your jurisdiction)**

The only recognized gift vouchers to be used by any Franchisee or Franchisor are the Jim's Group Gift Vouchers distributed by the National Office. Please check whether these are available in your jurisdiction.

To order the Jim's Group gift vouchers, email: [giftvouchers@jims.net](mailto:giftvouchers@jims.net).

These vouchers may be purchased by Clients by calling 131 546. When the voucher has been used, the Client gives the voucher to the Franchisee. The Franchisee should then send the voucher to their Regional Franchisor and the Regional Franchisor will credit the Franchisee's fees to the value of the voucher. The Regional Franchisor will then send the voucher to the National Office and the National office will credit the Regional Franchisor to the value of the voucher.

If a Regional Franchisor sells their Regional Franchise Business, any gift voucher money held in the Regional Franchisor's trust account must be transferred at the sale/ settlement date to the purchaser Regional Franchisor.

## **SMS MESSAGES**

As set out above, a message received by the Franchisee from the Customer Contact Centre will contain the following:

- Client's name;
- Client's address;
- Client's contact numbers;
- send time and date;
- email address, if obtained;
- service requested; and
- other relevant information.

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**Note: when the message is preceded by a \$ sign, it indicates that a Lead Fee has been incurred. If a call is received from an existing Client, no Lead Fee will be incurred.**

Please ensure your Client list is complete and up to date in Jim's Online so that this works correctly.

Your SMS message should also be duplicated to email as a backup in case the SMS message failed to delivered.

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Document Description:	Taking Work in the Jim's System	Document ID:	PRO106
Revision Number:	November 2014		
Related Documents	• Chapter PRO100 Introduction		
Forms:			
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim's Group		
Date:	November 2014		

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# PRO107 - TRAINING

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## INTRODUCTION

At the outset, prior to entering into the Franchise Agreement, all Franchisees will need to attend Initial Training which is held at the Jim's Group National Office at Mooroolbark, Victoria, Australia. Each Division will also have Division Specific Training and Franchisees will need to successfully undertake the associated obligations prior to providing any Services.

We also recognise that Franchisees may employ staff to assist in their Franchise Business. This procedure outlines the training requirements for Franchisees and their employees.

## POLICY

It is the policy of the Jim's Group that all Franchisees attend Initial Training as a part of the selection process, complete any Division Specific Training and have or obtain any specific licensing that may be required in your jurisdiction pertaining to the Services that you will provide.

Franchisees shall not provide Services unless they have had adequate training and have been assessed as competent by the Franchisors.

## FRANCHISEES

### Initial Training

Whilst the Initial Training is primarily about providing the Prospective Franchisee with as much information as possible in order that they may make an informed decision about the suitability of the Group to them and providing us with a further opportunity to assess their suitability, we also begin to provide them with a number of messages that should be continued throughout their franchise journey.

In essence, Initial Training inducts our Franchisees into the Group.

### First Aid Training

As required and notified by the National Franchisor (at its sole discretion from time to time), all Franchisees must (within the time frame prescribed by the National Franchisor):

- obtain First Aid Training on entering into the Franchise Agreement; and
- keep up to date their First Aid Training throughout the term of their Franchise Agreement.

Proof of training, by way of a certificate, must be provided to your Regional Franchisors and/or National Franchisor, as requested.

The name, content and length of this training may vary depending on the State/ Territory or country in which you are based.

### Business Reviews

Whilst a business review is not necessary training, it will assist your Franchisors to identify potential areas of improvement in your Franchise Business and this may include training opportunities.

All Franchisees should have a business review six months after commencing their Franchise Business. For details, please refer to Chapter **PRO103 Business Reviews and Compliance**.

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## EMPLOYEES

As required by our Franchisees, all employees shall:

- obtain their Construction Industry Occupational Health and Safety card if required in their industry; and
- comply with any licensing and have or obtain any specific licensing that may be required in their jurisdiction pertaining to the Services that they will provide.

**Note: all employees will be trained on the relevance and importance of their activities and how they contribute to our quality of service and reflect on our brand.**

## FRANCHISOR MENTORING

Whilst we do not expect our Franchisors to be professional trainers, it is important to allow them to assist you to build on your strengths and weaknesses. If they do not have the particular skills that you may need they will have access to the resources of their Division as well as to other Regional Franchisors who may have a solution to assist you. We suggest that you communicate with your Regional Franchisor on a regular basis.

## NEW SERVICES

As new Services are introduced, any specific training for these Services will be offered to the Franchisee. If required, the Franchisee will complete that training successfully before offering the particular Service.

Document Control Details			
Document Description:	Training	Document ID:	PRO107
Revision Number:	November 2014		
Related Documents	<ul style="list-style-type: none"><li>• Franchise Agreement</li><li>• Chapter PRO103 Business Reviews and Compliance</li></ul>		
Forms:			
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

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# PRO108 - MENTAL HEALTH AND WELLBEING

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## POLICY

Jim's Group is committed to fostering a culture of support and inclusiveness and recognising the importance of mental health and wellbeing for all franchise holders and operators. Jim's Group recognises that when personnel are mentally healthy, it contributes to positive outcomes and improved productivity, efficiency, effectiveness and safety. Jim's Group recognises that mental health difficulties can interfere with cognitive, emotional, social and physical abilities. By promoting and supporting the mental health and wellbeing of its personnel, Jim's Group is nurturing the optimal environment where individuals can maximise their personal and professional potential. It is acknowledged that mental health is a complex area and is the responsibility of all involved.

A broad definition of mental health is used in this policy with the intention of complementing existing mental health initiatives. 'Mental health' in this context covers general issues such as stress, other mental health difficulties and mental illness.

## RESPONSIBILITIES

### National Franchisor

- to promote the mental health and wellbeing of the Group by providing leadership, support and resources to promote positive mental health;
- to provide opportunities in education, training and communications, encouraging the advancement of mental health awareness within the Group;
- to encourage Divisional Franchisors, Regional Franchisors and Franchisees participating in education and training opportunities that promote positive mental health;
- to respect confidentiality unless overridden by a duty of care or law; and
- to recognise personal and professional limitations and avoid offering advice beyond its role and competence.

### Divisional and Regional Franchisors

- to participate in, promote and embrace organisational activities that foster positive mental health;
- to establish and maintain open communication pathways with Stakeholders to assist in monitoring personal and professional factors that may impact on mental health outcomes;
- to facilitate access to information, support and resources, where appropriate, that will foster positive mental health outcomes;
- to develop an awareness of local and national mental health support networks and resources;
- to respect confidentiality unless overridden by a duty of care or law; and
- to recognise personal and professional limitations and avoid offering advice beyond its role and competence.

### Franchisee

- to participate in and embrace organisational activities that foster positive mental health in the workplace;

- 
- to adopt measures and strategies to monitor personal mental health and to take reasonable measures to ensure positive outcomes;
  - to develop an awareness of local and national mental health support networks and resources; and
  - to utilise existing support networks as necessary.

## Training

Jim's Group is committed to raising mental health awareness as it relates to the Group. We are committed to offering and encouraging basic training in mental health literacy and providing a resource kit that will assist in recognising prevalence, signs, symptoms and effective interventions of common mental health issues. There will also be a focus on preventative measures. It is the intent of this training to raise awareness and improve basic support skills, not to encourage or advance expectations beyond the role and responsibility of any individual.

## BULLYING

Jim's Group is committed to providing a safe and healthy environment that is free from bullying. Please see Chapter **PRO100 Introduction** for further details about this topic.



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Position:	CEO Jim’s Group		
Date:	November 2014		

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# PRO109 - CLIENT SERVICE

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## INTRODUCTION

Superior Client service is the cornerstone of Jim's Group. The Group strives to deliver superior Client service at all levels of the Group. As a group we receive very few complaints per number of Client Leads received. We believe that our low number of complaints can be directly related to our selection, culture, training and superior Client service policy.

## POLICY

It is the policy of Jim's Group that all Stakeholders shall strive to identify the Client's needs to meet these requirements and to exceed their expectations.

## PROCEDURES

### Communications with Clients

Our minimum level of service is that the Client is satisfied because we have met their expectations. Ideally, we should deliver more than they expect.

Be sure to obtain a very clear understanding of what your Client expects. The best way to ensure this is to document the key points of your conversation and to summarise this before commencing work.

**Note: all quotes should be provided in writing, especially for anything over \$50. If you provide a verbal quote and the Client disagrees with what was arranged, you will either need to refund the money paid or do whatever the Client reasonably requests. A detailed written quote is your best protection.**

Ideally, any quote will reflect these notes on the key points of your conversation with the Client.

Always ensure that any written quote reflects your Division's brand and has been developed in a professional manner. Always remember to utilise the spell check function and ensure your grammar is correct.

Your Regional Franchisor and/or Divisional Franchisor may have a quote template to assist you.

### Providing the Service

Your Franchise Agreement states that the Franchisee must perform all Services in the Franchise Business in a professional and workmanlike manner and:

- conduct itself with courtesy;
- be of good character and not indulge in unethical conduct;
- supply a warranty with work performed; and
- promptly respond to Client complaints.

Once you have developed a reputation for strong Client service and are able to consistently provide that level of service, you will have a loyal clientele that will keep your Franchise Business successful.

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You will achieve strong Client service by:

- responding to Client requests in a timely matter;
- being reliable;
- providing an efficient, accurate service;
- adapting to specific Client requirements; and
- being professional and ethical.

In order to provide superior Client service we require you to:

- ensure that you have sufficient tools and equipment to complete the Services that you offer;
- call a prospective Client within two hours of receiving a Client Lead – although immediately is best;
- call the Client if you are going to be late;
- call the Client if you are going to be early;
- be friendly and treat our Clients with courtesy;
- be sensitive to cultural differences;
- set up your work area to minimise inconvenience to the Client;
- be flexible – provide Services out of hours if necessary; and
- attempt to respond to unusual requests.

## Client Feedback

The National Franchisor and/or your Regional Franchisor **may** conduct Client satisfaction surveys on a selection of your Clients. Feedback from these surveys will be reviewed and used to improve Client service (including that a Notice of Breach may be issued to you). Please see Chapter **PRO111 Handling Complaints** for further information.

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Document Description:	Customer Service	Document ID:	PRO110
Revision Number:	November 2014		
Related Documents	<ul style="list-style-type: none"><li>• Franchise Agreement</li><li>• Chapter PRO111 Handling Complaints</li></ul>		
Forms:			
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

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# PRO110 - COMMUNICATIONS

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## INTRODUCTION

Productive communications within the Group is the key to building our business.

The use of effective communications with our Clients will assist in building valuable Client relations.

## POLICY

The Group will continually work at improving our internal communication and communications with our Stakeholders, as well as communications with our Clients. We acknowledge that communication needs to be two way and that we will endeavour to be open and honest at all times.

## COMMUNICATING WITH PROSPECTIVE CLIENTS

Successful communications will occur when we:

- develop rapport;
- ask relevant questions;
- employ active listening skills; and
- provide verbal and non-verbal feedback.

Successful communications are an important tool in converting a prospective Client into a Client.

### Rapport Building

First impressions matter. Ensure your uniform is clean and that you have good eye contact, smile and project friendliness and confidence.

Rapport building is about getting on with people and occurs when you take the time to find out what is important to the other person. The most important skill in building rapport is observation - noticing things about the person and their surroundings that you may have in common. The first few minutes with any stranger are critical; focus on setting your prospective Client at ease. Take note, however, that some people may prefer getting straight to business after a few minor pleasantries.

Once you have developed rapport, give the prospective Client your 'elevator pitch'. Do not try to sell at this stage. Your elevator pitch will vary according to your audience and circumstances. Refer below for a sample elevator pitch for the Test & Tag Division. You should develop one that is specific to your business.

Example: *'We are all about safety. Employers have an obligation to provide a safe workplace for their employees. We assist them by ensuring their electrical equipment is tested and tagged in accordance with Australian/New Zealand Standards'.*

### Active Listening

Once you have delivered your pitch, find out about your prospective Client and the problems they are dealing with. Do not go straight into solution mode – listen to what they have to say. Spend eighty percent of your meeting time listening to your prospective Client.

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Studies of successful salespeople show that they all share the ability to listen. By listening, you are able to uncover the prospective Client's needs and concerns and demonstrate your *sincere* interest in their situation. You are also able to uncover objections that might surface later.

Active listening also allows you to develop rapport further. We demonstrate active listening by:

- using body language – nod your head to show understanding;
- paraphrase to ensure you have understood what is being said – *'So what you are saying is...'*;
- reflect on the implication of what the prospective Client has said: *'So Fridays are obviously a bad time to be testing and tagging..'*;
- empathise – *'I understand the inconvenience and cost. I would feel the same way in your position, however...'*;
- ask for elaboration – *'So why is it so difficult on Fridays?'*; and
- most importantly of all – **concentrate** on what is being said.

## Verbal Skills

When speaking to a prospective Client, ensure you:

- speak clearly;
- use language that can be understood by the listener – don't use technical jargon;
- keep looking at the prospective Client for feedback that they have understood your message; and
- ensure you speak loudly enough to be heard.

## Non Verbal Skills

Studies indicate that up to 93% of communication occurs on a non-verbal level. If you are speaking confidently but are fiddling, the message you may portray is that of a lack of confidence.

Some of the areas of non-verbal communication are:

- gestures - nodding the head indicates you are listening;
- facial expressions – smiling is good;
- eye contact – signals interest in others;
- posture and body orientation – standing stiffly may indicate that you are uncomfortable or unapproachable; and
- proximity – it can be noisy on site however ensure you do not invade someone else's personal space.

Whilst we can practice our elevator pitch and get it word-perfect, we need to ensure that our body language matches the message we are trying to convey. We also need to be aware of the prospective Client's body language for clues that they are uninterested, distracted, etc. so that we can change our message appropriately.

## Questions

Questions are an important part of communication because they help to form connections between the parties (with prospective Franchisees, prospective Clients and others). Using appropriate questions will allow you to check that you are getting your message across and involve the prospective Client in the conversation.

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There are two types of questions: open-ended and closed. Open-ended questions can be used to gather information and they allow the prospective Client to talk freely. Open-ended questions begin with: why, when, how, where, who and what. For example, a question to a prospective Client could be:

- why have you decided not to get your leads and appliances tested and tagged?
- what do you like about your current test and tagger?

Closed questions provide missing or necessary facts. For example:

- are all your tradies compliant?
- do you need to take your equipment off-site?
- did you keep records of the equipment that was tested and tagged?

Asking the right questions is the essence of sales. Try some of the following:

- if you could change anything about the way you currently have your appliances tested and tagged, what would it be?
- what are the biggest challenges you face in your business?
- what are your priorities?

**Note: due to the significant number of businesses represented by the Jim's Group we have not developed sample questions for each but have used examples relevant to Test & Tag.**

## COMMUNICATING WITHIN THE GROUP

### Newsletters

Newsletters will be made available from the National Franchisor, your Regional Franchisor and/or your Divisional Franchisor. The Newsletter is an excellent forum for communicating across the Group and your Division.

Contributions from Franchisees are welcomed and can be sent to your Regional Franchisor.

### Email Policy

All Franchisees must have access to email and have a valid "Jims" domain email address at all times.

This email policy has been developed to ensure the proper use of the Jim's Group email system and to make all Franchisees and Regional Franchisors aware of what is deemed as acceptable and unacceptable use of its email system.

### Legal Risks

Email is a business communication tool and users are obliged to use this tool in a responsible, respectful and lawful manner. Although by their nature, emails tend to be less formal than other means of written communication, the same laws apply. Therefore it is important that you are aware of the legal risks, including:

- if you send or forward emails with any libellous, defamatory, offensive, racist or obscene remarks, you may be held liable;
- if you unlawfully forward confidential information you may be held liable;

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- if you unlawfully forward or copy messages without permission from the original author, you may be held liable for copyright infringement; and
  - if you send an attachment that contains a virus, you may be held liable.

By adhering to the guidelines in this policy, you can minimise the legal risks associated with the use of email.

### **Legal Requirements**

Any person who sends an email that:

- is harassing;
- is threatening;
- is libellous;
- is defamatory;
- is offensive;
- is racist;
- is obscene;
- is unsolicited (i.e. 'spam');
- is designed to cause damage; and
- contains information that is illegal (e.g. obscene material)

may be committing a serious criminal offence and may be prosecuted for that offence.

### **Best Practice**

Jim's Group considers email an important means of communication and recognises the importance of proper email content and speedy replies in conveying a professional image. Therefore, users of the Jim's Group email system (including you, the Franchisee) are required to adhere to the following guidelines:

- all emails are to have the required signature and disclaimer as directed by the Divisional Franchisor;
- in an effort to limit the amount of spam received via our email accounts, only the National Franchisor and Divisional Franchisors may send emails to the entire Group. Anyone wishing to send emails to the entire Group (for example, regarding product recalls) may send them to their Divisional Franchisor or the National Franchisor to forward on accordingly;
- whilst many emails will be casual in nature, all emails shall be spell and grammar checked prior to sending;
- emails should generally be responded to within a 24 hour time frame;
- all users of the Jim's email account shall adhere to the guidelines discussed in this policy; and
- any Franchisee or Regional Franchisor that receives an email in contravention of this policy is required to forward the email to their Divisional Franchisor.

### **Enforcement of this Email Policy**

Any person using the Jim's domain email account who does not comply with this policy may have their email account suspended. Access to this means of communication is for the benefit of the Group; as such it is a privilege, not a right, to enjoy this access.



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Emails are often used to communicate between Franchisees and are a great means of sharing information. Emails are also used to share points of view on contentious issues. When sending emails:

- be mindful of language – you never know who will read the email;
- be aware that whilst you might disagree with another Franchisee's views, personal attacks are not acceptable; and
- read your emails before you send them.

### Responsible Email

Emails are a great time saver and, if used correctly, certainly save trees, however they can also give a very poor impression of the sender. It is important therefore to ensure the emails you send reflect the professionalism that we at Jim's Group wish to project.

The following are a list of basic rules to be followed when sending emails via the Jim's Group server:

- keep emails short. It is much harder to read text on the screen than a printed letter.
- as it is more difficult to read from the screen, structure becomes even more important. Keep sentences and paragraphs short.
- use correct spelling, grammar and punctuation. Not only do poor spelling, punctuation and grammar give a bad impression, it can make your message difficult to understand. Set up your email program to spell check automatically before sending.
- do not rely on the automatic spell checker. Always re-read your emails before sending them.
- do not write in CAPITALS. Not only is this more difficult to read, it is commonly taken as shouting.
- do not discuss confidential information in an email. There is no such thing as guaranteed privacy with emails.
- add a meaningful subject to the subject line – this helps the receiver locate emails at a later date if required.
- do not send unnecessary attachments.
- only mark emails as important if they really are important.
- do not reply to spam.
- remember that email can be a permanent record of what you have said. If you would not want what you have said in an email to be disclosed to a third party, do not say it; and
- if you wish to send emails from mobile devices please only do so if the device can replicate your Jim's' email signature and disclaimer (as if you were on your personal computer).

At the end of this Chapter, we have **attached** further information as to email etiquette, which also forms part of our email policy. It is expected that all of our Franchisors and Franchisees will follow the email etiquette at all times.

## Website

The website is a means of advertising our services. If you believe the website can be improved, notify your Divisional Franchisor.

## Regional Franchisor Contact

Contact with your Regional Franchisor should be frequent and productive. Speaking regularly to your Regional Franchisor will give them an opportunity to pass on information that may help you improve your Franchise Business. You can also pass on to your Regional Franchisor suggestions for improving our business and the Franchise System.

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## Meetings held by your Regional Franchisor

Meetings are provided for the benefit of Franchisees. It is your opportunity to discuss issues you may be having with fellow Franchisees. You are also encouraged to provide input into the agenda. Please liaise with your Regional Franchisor in relation to this.

Forms **BUS014 Franchisee Meeting Agenda** and **BUS015 Franchisee Meeting Minutes** which are available on the Franchisor Website are forms to be used by your Regional Franchisor when conducting meetings with their Franchisees.

Please refer to Chapter **PRO102 Franchisor Support** for your obligations regarding attendance at meetings held by your Regional Franchisor.

## Intranet / Franchisee Webpage

Jim's Group provides a Franchisee webpage that is home to many resources that may assist your business. Logon details will be provided by your Regional Franchisor.

Many Jim's Divisions host their own Intranet (logon details are provided at sign up) and instructions for its use are provided on that Intranet.

The Intranet provides an opportunity for your Divisional Franchisor to make available to you information you may require to run a successful 'Jim's' franchise. It also provides an opportunity for you to share tips and tricks with your fellow Franchisees. If you have information that you believe may be of benefit to other Franchisees, please forward that information to your Regional Franchisor.

## Manuals

This Manual and any Division specific manuals will be available from your Divisional Franchisor.

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## Attachment: Email Etiquette

- Make sure your email includes a courteous greeting and closing. This helps to make your e-mail not seem demanding or terse.
- Address your contact with the appropriate level of formality and make sure you have spelled their name correctly.
- Spell check - emails with typos are simply not taken as seriously.
- Read your email out loud to ensure the tone is that which you desire. Try to avoid relying on formatting for emphasis; rather choose the words that reflect your meaning instead. A few additions of the words "please" and "thank you" go a long way.
- Are you using proper sentence structure? Is the first word capitalised, with appropriate punctuation? Multiple instances of !!! or ??? are perceived as rude or condescending.
- If your email is emotionally charged, walk away from the computer and wait to reply. Review the sender's email again so that you are sure you are not reading anything into the email that simply isn't there.
- Make one last check that the address or addresses in the 'To' field are those you wish to send your reply to.
- Just because someone doesn't ask for a response doesn't mean you ignore them. Always acknowledge emails from those you know in a timely manner.
- Be sure the 'Subject' field accurately reflects the content of your email.
- Don't hesitate to say "thank you", "how are you", or "appreciate your help"!
- Keep emails brief and to the point. Save long conversations for the old fashioned telephone.
- Always end your emails with "Thank you," "Sincerely," "Take it easy," "Best regards" - something!

## Formatting Emails

- Do not type in all capital letters. This is considered to be yelling or reflects shouting emphasis.
- If you bold your type, know you are bolding your statement and it will be taken that way by the other side.
- Typing your emails in all lower case gives the perception of lack of education or laziness.
- Rather than relying on formatting, try to choose the most accurate words possible to reflect your tone and avoid misunderstandings in the process.

## To, From, Cc, BCC, RR, Subject

- Only use Carbon Copy ('Cc') when it is important for those who you 'Cc' to know about the contents of the email. Overuse can cause your emails to be ignored.
- Don't use Return Receipt ('RR') on every single email. Doing so is viewed as intrusive, annoying and can be declined by the recipient anyway.
- Include addresses in the 'To' field for those who you would like a response from.
- Include addresses in the 'Cc' field for those who you are just including in the email for their own information.
- Always include a brief 'Subject', otherwise your email may be flagged as spam.
- Think about your motives when adding addresses to 'To', 'Cc' and 'BCC'. Use your discretion.
- Never expose your friends' or contacts' email address to strangers by listing them all in the 'To' field. Use 'BCC'!
- Make sure when using 'BCC' that your intentions are proper. To send 'BCC' copies to others as a way of talking behind someone's back is inconsiderate.

## Email Forwarding

- If you must forward emails to more than one person, put your email address in the 'To' field and all the others you are sending to in the 'BCC' field to protect their email address from being published to those they do not know. This is a serious privacy issue!
- Be careful when forwarding emails on political or controversial issues. The recipient may not appreciate your point of view.

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## Email and Perception, Privacy, Copyright

- Try not to make assumptions when it comes to email. Always ask for clarification before you react.
- Posting or forwarding of private email may be copyright infringement -- not to mention downright rude. You should obtain permission from the author first!
- Despite the above and even though it isn't right, emails may be forwarded to others. Keep this in mind when typing about emotional or controversial topics.
- When there is a misunderstanding by email, don't hesitate to pick up the old fashioned telephone to work things out.
- Know that how you type and the efforts you make or don't make will indicate what is important to you and if you are an educated, courteous person.

## Business Email

- Think of your business email as though it was on your business letterhead and you'll never go wrong!
- If you cannot respond to an email promptly, at the very least email back confirming your receipt and when the sender can expect your response.
- When replying to an email with multiple recipients noted in the 'To' or 'Cc' fields, remove the addresses of those who your reply does not relate to.

## Email Considerations

- Before getting upset because you perceive that someone didn't respond to an email that you sent them, check to see if their reply was inadvertently deleted or sent to your 'Trash' or 'Junk' folder.
- Feel free to modify the 'Subject' field to more accurately reflect a conversation's direction.
- Take the time to review each email before clicking 'Send' to ensure your message is clear and you are relaying the tone that you desire.
- Never use an old email to hit 'Reply' and start typing about an entirely new topic.
- Take a quick look at the emails in your 'Trash' before you delete them just in case a good email landed there by mistake.
- Don't mass email people who didn't ask to be on your personal "mailing list".
- Double check that your adware, spyware and virus programs are set to automatically update at least once each week so the software knows what to protect you from.
- And finally... type unto others as you would have them type unto you!

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Forms:	<ul style="list-style-type: none"><li>• BUS014 Franchisee Meeting Agenda</li><li>• BUS015 Franchisee Meeting Minutes</li></ul>		
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

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# PRO111 - HANDLING COMPLAINTS

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## INTRODUCTION

As a Franchisee you may receive complaints from Clients. Complaints should always be recognised as a valuable tool as they identify areas in which we can improve our service, and if handled correctly, will stop a Client from criticising our franchise system to other parties.

Jim's Group considers more than two complaints a year as a sign of trouble. The objective is to fix weaknesses promptly before they become entrenched. Jim's Group recognises that poor Client service damages the entire Group.

Whilst some complaints will inevitably go directly to the National Franchisor, if a Client feels they can complain to you, you are more likely to be able to deal with the issue before it escalates.

## POLICY

It is the policy of Jim's Group that we shall minimise Client complaints by providing superior Client service.

## PROCEDURES

Maintain good communication with the Client at all times and encourage them to speak to you if they have an issue with your service.

If a complaint is made to Jim's Group, the Customer Contact Centre operator will take the details of the complaint and send an SMS to both you and your Regional Franchisor. It is your responsibility to respond to the Client as soon as possible and, if possible, arrange a time to meet and rectify the problem.

All complaints must be discussed with your Regional Franchisor. Get your Regional Franchisor involved promptly if you are unable to fix the issue.

The majority of the complaints across the Group relate to late return of phone calls and not turning up to appointments or turning up late. Obviously it would be easy for a Franchisee to minimise complaints by addressing their time management skills.

## WHAT IS A COMPLAINT?

If a Client rings and complains, it is considered a complaint with the following exceptions:

- the complaint is that the Client has not heard from the Franchisee, but it is less than two hours since the Client's booking was taken;
- the complaint is that the Franchisee did not make contact with the Client, however the Franchisee in fact attempted to call the Client but could not get through and called the Customer Contact Centre to advise of this; or
- the complaint relates to the price that was quoted by the Franchisee being too high.

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## WHAT TO DO WHEN A COMPLAINT IS MADE?

When a Client makes a complaint:

- listen without interrupting;
- do not get defensive;
- acknowledge their problem or complaint;
- ask questions to ensure full understanding of the problem;
- find out exactly what the Client wants;
- explain what you can or can't do in response – if you are unable to assist, explain why and discuss alternatives;
- once a solution has been agreed on, take action promptly; and
- follow up with your Client to ensure they are satisfied.

## HANDLING THE COMPLAINT

When a Client telephones with a complaint, staff in the Customer Contact Centre take all of the details and immediately send an SMS to the Franchisee, who must respond to the Client as quickly as possible. If not able to do so immediately, the Franchisee must telephone the Client and arrange a time to meet and rectify the problem. The Regional Franchisor will be sent a duplicate SMS, and should telephone the Franchisee promptly to discuss the matter, even for lateness complaints. Full notes, including the Franchisee's story, will be placed on the complaints report in FMS.

All complaints and compliments are logged into FMS. This is not a judgement that the Franchisee is at fault, but rather a way of helping us to see a pattern. For example, a lateness complaint once a year would not reflect poorly on the Franchisee, while a series of lateness complaints will indicate a problem.

Most complaints are about lateness. This is easily fixed by telephoning the Client and explaining the situation. Lateness is a very serious complaint. We know that not every Client who is upset with our service will bother to call the office and tell us so. Because the public has such a high expectation of our level of service, they are even more let down when we fail to meet these expectations.

We expect that over the course of a year, a good Franchisee may receive up to one or two complaints. Most get zero or one. Another way to look at this, is that complaints during any period should never exceed 6% of the number of Client leads received.

For complaints that relate to faulty or defective workmanship, you will be allowed one opportunity to remedy the complaint. If you refuse or fail to remedy it, if the defect is incapable of being remedied or if the Client does not wish you to return to the premises to remedy the issue then the following will happen:

- a) the Regional Franchisor will conduct an assessment of the work;
- b) if the Regional Franchisor determines, following the assessment, that the complaint (or part of the complaint) is valid, the Regional Franchisor may organise for another person (another Franchisee or an independent operator) to remedy the issue (**Remedial Work**); and
- c) the invoice for the Remedial Work will be sent to the Franchisee (to whom the complaint related) who must pay it within the timeframe prescribed in the invoice.

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If, following the Regional Franchisor's assessment in (a) above, he or she determines that the issue that the Client raised is not valid, they will liaise with the Client and agree to appoint an independent expert to assess the work, with the agreement that the expert's opinion is final and that if the expert finds that the work is not faulty, the Client must pay the expert's costs. If the expert agrees that the work (or part of the work) is faulty and requires rectification, the Regional Franchisor will arrange for the work to be rectified by another Franchisee or an independent operator and send the invoice for completion of that work to the Franchisee (to whom the complaint related). The Franchisee must then:

- pay the invoice within the timeframe prescribed in the invoice; and
- reimburse the Franchisor for any reasonable expenses incurred in rectifying the work (including the expert's costs).

We add that sometimes it is not clear whether you are at fault, as for example, scratches that appear on a window you have cleaned. They may have been there already but invisible, but if neither you nor the Client noticed them then you will be asked to pay. In other words, when in doubt we lean the Client's way. This is a tough system, but it is largely responsible for the high volume of work we attract and the high prices we can charge. Clients commonly call us because they know they have a comeback if anything goes wrong.

On the other hand, if you are clearly in the right we will support you. For example, if the Client wants work done at no extra charge when it was clearly not included in the quote. Apart from this (very rare) situation, in no circumstances do we ever just say "no" to an unhappy Client.

Jim Penman may also become involved at any time in any step of the above process as he sees fit.

## HOW CAN I REDUCE COMPLAINTS?

- call all Clients as soon as possible (at least within two hours, but ideally within a minute). Keep an eye on your telephone;
- put details of each job into your diary as soon as you receive the message;
- call the Client if you are unable to keep an appointment;
- call the Customer Contact Centre if you have tried to contact a Client but were unable to get through - they will put a file note on the job screen in FMS. If the Client then rings to complain, this will not be listed as a complaint. Nor will the Client feel annoyed, since they know you tried to contact them;
- only ask for as much work as you are able to service to the high standards that we require;
- ring the Customer Contact Centre if you are unable to accept any more work for the day, and, in the system, put yourself back to zero (or "Territory", if you are able to squeeze in one more very local job);
- monitor the suburbs that you are down for and reduce the suburbs to a smaller region when less work is required - this gives you just as much work in a more confined area;
- do good work, and have pride in each job that you complete. Remember, people have seen the Jim's trailer at the house during the day and they are likely to have a look at the finished product once you have left; and
- speak to your Regional Franchisor if you feel that you are unable to cope with a huge work load. He or she may suggest doing a split sale of your Territory, hiring an employee, swapping Clients, altering your work requirements etc.

### In summary;

- follow our Client service rules.



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- if you are unable to contact a Client let the Customer Contact Centre know;
  - only ask for as much work as you are able to handle; and
  - if you have a problem, speak with your Regional Franchisor.

## DIFFICULT CLIENTS AND COMPLAINTS

The most common cause of Client problems is a breakdown in communication. The Franchisee does not understand what the Client wants, or the Client mistakes what is to be done or when. In many cases, the 'blame' cannot be placed on to the one person, however the onus is on us to make ourselves very clear. The first key to handling a complaint is speed. The longer it is left unsettled the more the Client will stew. Often, a small gripe turns into a major problem because it has been left too long. A fast response tells them you take the matter seriously.

Some Clients will be extremely agitated when you first contact them. Once they realise you are doing your best to fix things, they will calm down and discuss the matter in an orderly way. Make sure you listen very carefully. Try to briefly summarise or paraphrase what they are saying, which tells them you are listening and ensures you understand them. This alone will go a long way to defuse hostility. Do not, under any circumstances, get hostile in return. Very few Clients complain in an effort to rip you off. Virtually always, they believe they are right. Whether this is true or not, their upset is just as real. Ask what they would like you to do – often this is surprisingly modest. Bend over backwards to make them happy in the end. An unhappy Client, whether right or wrong, does immense damage to your Franchise Business and to the Jim's Group. Not only will they not call you again, neither will many of their friends and neighbours. On the other hand, a complaint remedied – even a little extra job offered by way of apology – builds enormous good will. It is far cheaper to keep an existing Client than find a new one.

Many complaints about the quality of the Service relate to lack of proper explanation before starting the job. For example, explain that very long grass is not going to come up as a bowling green the first time. For large jobs, give a written appraisal, with pricing, of all the work to be done. Go over it at least twice. A little effort at the beginning can save a lot of problems later on. Hourly rates are a common source of problems, since the Client often has no idea of how much work will need to be done. Also, it is often impossible to prove good work, since there is no firm record of what the job was like in the beginning.

Communicating with your Clients is not difficult. Jim's Group invoice pads have plenty of room for notes or messages. Always leave the Client with some record of when you will be returning. Clients often complain that a Franchisee is late, when the Franchisee says they are due next Tuesday. In this case, we tend to see the Franchisee as at fault – not for lateness but for lack of communication.

## MULTIPLE COMPLAINTS

Franchisees who receive complaints from Clients may be monitored. In addition, Clients can complete surveys either in response to an email or a telephone call organised by the National Franchisor. Questions may be asked about the speed of the return phone call, whether the Franchisee turned up on time and was wearing the full uniform, as well as their quality of service.

When a franchisee attracts six complaints or poor surveys, which are at least 6% of total leads, in a six month period, warning letters listing the complaints are automatically triggered. .

- The first letter is simply a warning
- The second sends a breach and cuts off work till the Franchisee attends customer service retraining
- Further complaints normally lead to no more work and termination.

When complaints are serious and repeated, Franchisors may also arrange for letters and breaches to be sent at any time.

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## COMPLAINTS SUMMARY

In summary, we suggest that in order to resolve complaints, you:

- act fast.
- discuss the matter rationally; do not get angry;
- clearly define what the complaint is about, such as by summarising the Client's view;
- find out what the Client wants done;
- ensure the Client is satisfied with the outcome;.
- assure the Client it will not happen again; and
- improve the poor communication or whatever led to the complaint.

If these steps are followed, most Clients will not only be satisfied, but will continue to use your services.

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<b>Authorisation</b>			
Name:	Jim Penman		
Position:	CEO Jim's Group		
Date:	November 2014		

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# PRO112 - SALES AND MARKETING

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## INTRODUCTION

Jim's Group represents many different businesses that operate in a large variety of industries. With this in mind, it would be difficult to identify one way of selling and marketing such a significant number of services.

This Chapter will present a brief overview of the sales and marketing concepts that have enjoyed some success within the Group.

You should refer to your Division specific resources to develop your own sales and marketing plans.

In essence, Franchisees from many Divisions will rely on the lead generation activities of their Division and Regional Franchisors to generate opportunities (marketing activity). However, it will be up to the Franchisee to sell (sales activity) to close the sale and to promote their Services in their own Territory.

## POLICY

It is the policy of Jim's Group to ensure that all representatives of Jim's Group in the market place:

- are knowledgeable;
- are well presented; and
- have the capacity to deliver our message.

## PROCEDURES

### Providing Client Information

Jim's Group has numerous resources to advertise our brand. These include:

- our Franchisees;
- brochures;
- business cards;
- TV commercials;
- the Jim's websites; and
- our vehicles.

Whilst the Regional Franchisor will use the monthly advertising fee for advertising and promoting the Franchise Business, in order to succeed you will need to sell your services in your own area. Please note that any advertising must be authorised by your Regional Franchisor.

Before you commence selling, you should have completed a detailed marketing plan (Form **BUS013 Franchisee Business Plan** can assist you with this task – this form can be found on Jim's Online) to ensure your marketing is targeted and effective. You should discuss your marketing plan with your Regional Franchisor. The use of a marketing plan will help to keep you motivated and on track.

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Use your ten point plan (refer to Chapter **PRO114 Managing Your Business**) to ensure you set aside time each day to contact prospective Clients. Your business and marketing plan should tell you how many Clients you require to reach your goals.

Before you hit the road you should be prepared - this means being well presented, having a supply of brochures, business cards etc, as well as a tailored "brag book". You should also have an idea of the type of Client you are targeting.

**Note: Business card holders and/or magnetic business cards must NOT be placed on vehicles or trailers.**

## Networking

Many of you will already have a considerable network when joining Jim's and this network may provide you with an initial Client base. Ongoing networking is a valuable tool in maintaining and growing your business. If you do not have a strong network, consider joining business and social clubs in your area, for example BNI, Chamber of Commerce or Rotary.

## Site Visits

Commercial Clients form a large and profitable customer base for many Divisions. Site visits are considered the best approach for the majority of this type of Client. Consider just turning up on site for:

- construction sites;
- trades;
- panel beating shops;
- factories;
- motels/hotels;
- hairdressers; and
- chemists.

Consider the best/most suitable time to call on these businesses. For example, tradesmen in the morning and fixed businesses in the afternoon. When splitting time in this way we suggest you consider the need to have a change of clothes available.

**Note: If you see a "No Hawkers" sign, ensure you telephone and make an appointment first.**

When cold calling sites, ensure you talk to the person that matters (manager or safety officer).

**Note: When cold calling on construction sites, always ensure you go to the site office first and take note of safety requirements such as PPE requirements.**

It will likely be best to ring and make an appointment when targeting:

- schools;
- councils; and
- professional offices.

Form **BUS006 Cold Calling Self Evaluation Checklist** is available on Jim's Online to assist you to self-evaluate your cold calling performance.

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## Preparing to Sell

Before calling or turning up on site:

- ensure you have the best chance of developing rapport by having a list of standard questions for each type of environment;
- ensure you are familiar with your Division's unique selling points;
- prepare an opening greeting;
- prepare four or five introductory questions; and
- consider the possible objections you might encounter and prepare responses.

After the initial greeting, you should commence your discussion with your questions. These questions should constitute a conversation. Ensure the prospective Client does not feel you are interrogating them. Whilst the opening may not go exactly according to script it will give you confidence when you first begin to sell.

Be persistent and **practice** your technique. Review your performance and ask for feedback.

Take with you any Divisional resources that may assist you in the selling process, including your diary, business cards and brochures.

## Client Leads

Be prepared for Client Leads. Expect them and return the calls as soon as possible. The quicker you respond, the more chance you have of converting the Client Lead. Consider requesting that the Customer Contact Centre send an SMS confirmation to the prospective Client. This service is available for a small monthly fee.

Before making the call however, consider your objective – to get a meeting or a site visit.

Begin by introducing yourself and acknowledge that you are responding to their enquiry.

Ask questions:

- why do they need your product or Service?
- what type of business (if any) are they?
- when do they need the work done?

Whilst we do not encourage quoting over the phone, if you are forced to do so, try and obtain an accurate idea of the potential of the job, ensuring that you have sufficient information for an informed quote.

## Telemarketing

In some Divisions, telemarketing may provide significant work opportunities. Please discuss this with your Regional Franchisor.

Refer to Appendix A for a sample script.

## Tenders

Before completing a tender, consider the impact on your Franchise Business and consider approaching your Regional Franchisor for assistance.

You may learn of tenders from:

- 
- advertisements;
  - invitation; or
  - tender search.

Obtain a copy of the documentation and determine your ability to meet the scope and terms and conditions. Also determine pricing structure and then complete the submission:

- including schedules;
- ensuring all evaluation criteria is addressed; and
- ensuring that the tender is lodged before the advertised closing time.

## Other Methods

A few other things you might consider are:

- local services magazines;
- letter drops;
- sponsorship of local clubs;
- join a local business group;
- contact the Regional Franchisors from other Divisions to see if you might make a presentation to their Franchisees; or
- a demonstration at a trade night.

**Note: any online marketing that identifies a Franchisee must only use their first name, not territory name.**

## Marketing Products

Your Division will have a significant range of marketing material. Please ensure that you discuss what is available with your Regional Franchisor prior to reinventing the wheel.

Artwork costs can be expensive and in many cases your Division may already have something in place that will meet your needs.

## Improving Income

The system has a lot to offer in terms of improving your income. If this is not what you want it to be, look at some of the following possibilities.

Problem	Possible Solutions
Lack of Client Leads	<p>Are you putting down for work consistently? Franchisees often complain of lack of Client Leads, when they are marked for “Territory” or even nothing.</p> <p>Check that you have enough areas in your “All Areas”. Look especially for areas with un-serviced work or few Franchisees servicing.</p> <p>Check you are down for all Services you can perform. Un-serviced Client Leads are a good place to start. Your Regional Franchisor may need proof that you can do the work, and your complaint rate must be below 3% of Client Leads received in any period.</p> <p>There is a class of Client Leads called “All Division Client Leads” (see Chapter <b>PRO105 Fees</b>) for the provision of certain Services (All Division Services). All Division Services are based on contact with the vendors, who recommend the Group for installation. Such jobs typically pay well, and have the added advantage that they do not ‘count’ as Client Leads in allocating future work. In other words, if you are in line for the next job for your Division, taking an “All Division Client Lead will not lose your place in the ‘queue’. Training can be provided at induction courses and (in some cases) from instructional videos available on the Franchisee web site.</p> <p>If you are not confident of providing some Services, ask your Regional Franchisor for training. This may be a set course, a training meeting, or simply going on the job with an experienced Franchisee.</p> <p>Suggest at least one ‘extra’ to each Client you see. Your Division will have guidelines on what proportion of income should be from upselling.</p> <p>Check what proportion of Client Leads are being converted to jobs. If less than normal for your Division, ask your Regional Franchisor for help in how to approach Clients. This may involve going out with them on the road, or having them go out with you. Charging too much is rarely the reason for poor conversion rates. Other reasons may be poor Client service, lack of proper uniform or signage on the vehicle.</p> <p>Do ‘freebies’ and claim the Pay for Work Guarantee, if available. You will not only pick up payment from your Regional Franchisor but may get a great deal of extra paid work as well.</p> <p>Call on real estate agents and other potential Clients. This is normally a last resort, except for Divisions such as bookkeeping, test and tag, pools and antennas, which require such activity.</p> <p>Ask for referrals, using statements such as “Here’s my business card and here are a couple more in case you know anybody who needs work done”.</p> <p>Drive a signed vehicle and wear a uniform even if not working. This often leads to people contacting you.</p> <p>If possible, smile and wave to people you see in the street while working.</p>
Poor hourly rate	<p>Rather than a lack of work, it is more common within the Group that Client Leads are plentiful but income is not what it should be. Here are a number of possible</p>



	<p>solutions.</p> <p>If work is plentiful, raise your prices by 10% or even more. This is often the simplest and easiest solution.</p> <p>Find out how long you take to do a standard job and compare this with your Regional Franchisor or experienced Franchisees. If too long, find out how they do it in less time.</p> <p>Travel time can always be reduced. Take more local work and drop off outlying areas or Clients. Re-organise Clients so jobs in one area are done on the same day. Plan your day's route better.</p> <p>Put down for more lucrative types of work. Some jobs pay \$100 per hour or more.</p> <p>Again, upsell to existing Clients. 'Extras' often pay more and there is no travel.</p> <p>Other problems may be poor equipment, or spending too much time on other things during the day.</p>
Simply no money	<p>Check what you are spending on your car, mobile phone etc. and compare with your Regional Franchisor or other Franchisees. If too much, work out what they are doing and consider how you can apply this to your own situation.</p> <p>Are you owed too much money? Divisions differ, but a week's income is usually a good maximum.</p> <p>Are you putting aside money for GST, fees, insurance etc?</p> <p>A good bookkeeper can be helpful in this area.</p>

Document Control Details			
Document Description:	Sales and Marketing	Document ID:	PRO112
Revision Number:	November 2014		
Related Documents:	<ul style="list-style-type: none"><li>• Franchise Agreement</li><li>• Chapter PRO114 Managing Your Business</li><li>• Chapter PRO105 Fees</li></ul>		
Forms:	<ul style="list-style-type: none"><li>• BUS013 Franchisee Business Plan</li><li>• BUS006 Cold Calling Self Evaluation Checklist</li></ul>		
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

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# APPENDIX A – SAMPLE TELEMARKETING SCRIPT

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Initial introduction to a person answering the phone:

'Hi my name is < name> and I am calling from Jim's Test & Tag. Can I please speak with either your OH&S rep, your facilities manager or whoever is responsible for safety in your workplace?

1) Hi <name> my name is <name> and I am very pleased to advise that we now have an accredited 'Jim' in your area and are currently promoting the services that they offer. Firstly, could I start by asking a couple of questions?

2) 'Do you currently have someone test and tag all your electrical items?'

3) If 'yes', then go onto say:

'That's terrific as you're obviously concerned about the welfare of the people that enter or work at your office/site. Now go to point 8.

4) If 'no', then go onto say

Do you know that the OH & S legislation imposes a duty of care on the employer to provide a safe workplace and that an Australian/New Zealand Standard exists that stipulates your obligations associated with electrical safety of portable equipment?

5) If they still say 'no' then say:

'Our Franchisees are fully accredited and thoroughly trained in all components of Test & Tag and are happy to come and discuss this important safety feature in person with you. Can I make an appointment for a time that suits you?'

6) If 'yes', go ahead and make an appointment based on the Franchisee's current calendar (kept in a spreadsheet by the caller)

7) If 'No', ask: 'would you like some details emailed to you that will explain our services in more detail?' If 'Yes', email the details and make a note of this conversation so that a follow up call can be made by the Franchisee.

8) Say words to the effect: 'I am assuming you have someone who currently services your requirements, however could I make an appointment for one of our Franchisees to come out and discuss what they can offer?'

Please refer to points 6 & 7 as to how you action this.

Remember to obtain the correct contact name, confirm the address and contact number, and ask the preferred date and time for an appointment.

9) Say: 'Terrific - <name> will be calling you within the next 2 hours and will just confirm the appointment we have made with you'.

And: 'Thanks for your time today.'

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## **FAQ's from prospective Clients:**

### **Why would I bother with Jim's when I already have someone doing it?**

It is likely that your current provider is test and tagging as per the current Australian and NZ Code, however we have had other companies request us to check on their behalf and we have found discrepancies which is a huge concern, besides you may find us to be competitive in price along with providing a 'complete' package to service all the safety components of your business.

### **Are your people insured?**

Absolutely, all Jim's Franchisees are insured, police checked and thoroughly trained. We have a great reputation and want to protect this so we conduct a very stringent selection process.

### **How much roughly will it cost?**

There are various prices for the different services we offer which is why it is easier to discuss this in person as all of this will be covered off and tailored to suit your needs.

### **What other services do you offer?**

We can perform Earth Fault Loop Impedance testing (testing the safety of your power points), emergency exit light testing, microwave and safety switch tests along with the standard fault leakage test on all tests carried out.

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# PRO113 - TIME MANAGEMENT

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## INTRODUCTION

A benefit of owning your own Jim's franchise is the ability to choose when you want to work and how much work you want to do. For some people however, it can be difficult to maintain the discipline needed to properly manage their time.

The key objectives for managing your time are:

- planning ahead and managing time to building a successful Franchise Business; and
- effectively using time management systems to ensure that Client service standards are met.

You are able to use the JiMBO App (see Chapter **PRO100 Introduction** for details about the App) for this task which will assist you to manage your time and Franchise Business effectively.

## POLICY

It is the policy of Jim's Group to provide Franchisees and Regional Franchisors with the resources to effectively manage their Franchise Business obligations.

## PROCEDURES

### Planning

The first step in managing your time is to “plan”. Planning might encompass monthly, weekly, and daily activities. Planned tasks should then be prioritised. The most important things you have to do each day should be directly related to your goals. Keep both a to-do-list and a diary.

Consider allocating time for:

- returning calls;
- making calls;
- working;
- responding to emails;
- keeping your books;
- maintaining your vehicle, equipment and supplies;
- planning your time.

**Note: do not allocate all your time in a day. You will get interruptions. You also need to plan for:**

- daily;
- weekly;
- fortnightly;
- monthly;

- 
- quarterly and;
  - annual,
- tasks.

## COMPLAINTS

One of the major complaints received by the Customer Contact Centres is that the Franchisee turned up late.

If you find you are consistently arriving late at Client premises you should immediately address your time management skills.

If you are having trouble managing your time, keep a record of where you spend your time for a week and then identify the time wasters. Time wasters will include:

- interruptions - telephone, personal visitors, family;
- procrastination and indecision;
- crisis management; and
- inability to say "no".

Once you have identified what it is that wastes your time, you can determine ways to address it. Research has shown that it takes 20 to 30 days to create a habit, so if you are struggling initially, keep at it; after a month it will become a habit.

If all else fails, try attending a time management course.

## TIME MANAGEMENT SYSTEMS

Time management is not only about turning up on time. It is about having a system in place that enables you to achieve what you set out to do.

Any system you employ should be:

- flexible;
- manageable;
- accessible by others - they should know what you are doing especially if you have an assistant;
- easy to work with it;
- contain as much information as possible;
- transferable to another Franchisee if you need someone to help out at any point in time or you decide to split or sell your business

You have been provided with access to the JimBO App which will assist you with these tasks.

Remember: if you fail to plan, then you plan to fail.

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Document Description:	Time Management	Document ID:	PRO113
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# PRO114 - MANAGING YOUR BUSINESS

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## INTRODUCTION

In order for your Franchise Business to prosper, it is essential that you have accurate accounting/ bookkeeping procedures and maintenance of records.

We recommend that you employ the services of a bookkeeper as well as an accountant, however be aware that as in the area of safety, ignorance is no excuse and it is your responsibility to ensure the accuracy and timeliness of your accounts.

As you are operating the Franchise Business, it is your responsibility to ensure you have appropriate bookkeeping/ accounting procedures in place.

## POLICY

It is the policy of Jim's Group to encourage Franchisees and Regional Franchisors to ensure they practice appropriate bookkeeping processes that will assist them to achieve their personal and business goals and to meet their tax obligations.

## PROCEDURES

### Planning

As small business owners, it is important that you remember that performing the Service is the job, but that there is much more to be addressed if you are to build a successful business. To ensure that the 'business of managing your business' is not neglected, it is important that you plan for it.

#### **Ten Point Plans – or how do you eat an elephant?**

A tool to manage this is a 'ten point' plan. Quite simply, it is a list of small things (essential building blocks) to be carried out daily, weekly, monthly etc. that will allow you to achieve your end goal.

The ten point plan can be adapted to various areas of your business:

- managing your business;
- cash flow;
- sales;
- personal goals;
- developmental goals;
- work/life balance.

In fact, the list is endless.

The idea of the ten point plan is to achieve a minimum of ten points per day/week/month or quarter. Points are allocated against required tasks and weighted. For example, if we were to look at sales and marketing, you might allocate one point to identifying a new suspect (see definition below), three points for every ten prospective Clients you call on, two points for every \$100 earned, etc.



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## Tips

- when you achieve your ten points, you should reward yourself. If you have received your ten points by 3pm for example, you might take an early mark, buy yourself a coffee or even give yourself a weekly bonus for consistency;
- whilst gaining ideas from other persons' plans can be a good idea, don't copy them. The plan has to be something that is realistic for you and that you have weighted accordingly. Likewise, the reward has to be something that works for you;
- don't start too big. You will set yourself up to fail if you set daily goals that are not achievable; and
- you may wish to include some items where you are limited as to how many points you can gain. For example, if you allocate a couple of points to 'pinging' a Client, you might decide that you can only do this twice a week.

**Note: "Pinging" is a term used to describe the concept of contacting a Client outside of their buying cycle. The contact is purely around the relationship rather than a sale.**

You may know their birth date and give them call simply to congratulate them on another year.

- if you don't achieve your ten points for the day, do some self-analysis on where and why you were not effective. Ask yourself, 'what time did I leave home today?' Did I come up with a great excuse to not do something?' 'Was I as organised as I could have been?'
- KISS – Keep it simple and monitor it daily, weekly, monthly. See Form **BUS070 Ten Point Plans** (available on Jim's Online) which is provided to guide you on how to keep track of your plan and to provide sample plans; and
- allocate points to 'bricks' - something that must be achieved daily. For example, you might consider leaving home by 7am or pinging an existing Client just to say hello and show you are interested in them (a 'brick'). If you achieve higher than the ten points but did not achieve your bricks, you did not achieve your target.

How do you eat an elephant? One bite at a time!

## SALES AND MARKETING

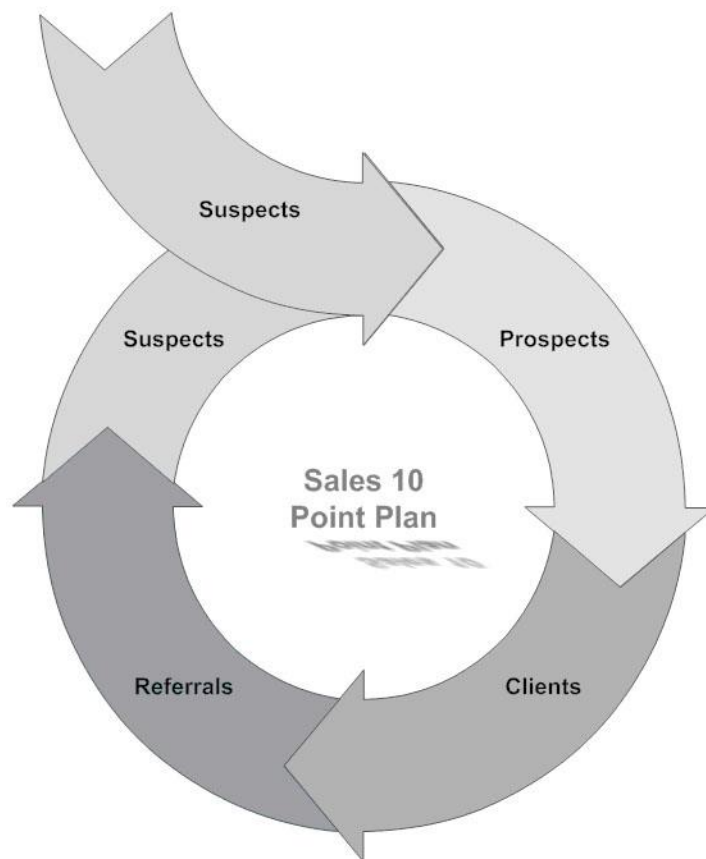
One of the most important things to achieving your business success is maintaining a great attitude. It's easy to become disgruntled when receiving knock backs and it's even easier to forget that you were aware this would happen when deciding to purchase a Jim's franchise and that sales is a numbers game. As long as you are getting your face in front of people, you will get work. Of course, if the prospective Client senses that you are dissatisfied or dejected, you are less likely to get their work.

When completing your business plan you would have identified '**suspects**' – someone that you hadn't yet spoken to but you recognised as a potential Client.

Once you have spoken to those suspects (but haven't yet received work) they become '**prospects**',

Some of those prospects will become '**Clients**' i.e. people you have worked for. Remember you could speak to prospects several times before they become a Client.

If you have provided excellent service to those Clients, it is likely that they will refer your services and thus increase your pool of suspects.



### Tips

The name of the game is keeping the pipeline full. If you find yourself without suspects to follow up on, you need to make time in your day to develop this area.

Achieving your daily target is good for today but doesn't address your long term goals in recruiting more clients. If you find yourself with two weeks of work in front of you, you may consider spending three quarters of the day on the tools and a quarter on sales.

Start with a lower dollar target for the first few months, then once you find the target easy to achieve, raise the bar to reflect your long term goals.

## CASH FLOW

Many people have built a good, even great, business only to go bankrupt because they did not keep track of their cash flow. Consider some of the costs of poor cash flow:

- increased costs;
- overdraft interest;
- credit card interest;
- supplier interest/missed discounts;
- problems with suppliers;
- opportunity cost;
- loss of interest;
- stress;
- de-motivation; and

- 
- poor decisions based on a need for cash.

When that first large cheque comes in you need to set money aside for things such as:

- GST / other tax;
- fees;
- conferences;
- general operating expenses;
- finance repayments;
- capital replacement; and/or
- a rainy day.

Unlike sales, you are likely to manage your cash flow on a weekly, monthly, quarterly basis. The following lists cash flow related activities that you might plan for.

### **Weekly**

- keeping track of expenses;
- invoicing – the job is not complete until the invoice has been provided;
- agreeing on terms of trade before offering a price;
- following up late payments;
- setting aside payments for GST; and
- banking payments promptly.

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## Monthly

- creating and maintaining detailed cash flow projections;
- do not pay yourself more than the business can afford (base drawings on profit not cash flow);
- pay your franchise fees on time to receive the associated discount;
- ensure invoices and payments are entered into an accounting system monthly (bookkeeping);
- analysis of variances;
- performing monthly bank reconciliations.

## Quarterly

- GST – separate back account;
- separate business and personal expenses;
- review payment to self – too high, too low?
- review cash flow forecast considering unexpected bills, super and PAYG.

## Tips

- when creating your plan, include some tasks that must be achieved in order to achieve your points;
- in order to achieve your quarterly ten points, you need to achieve your weekly and monthly points;
- if you achieve your quarterly goal, you might reward yourself with buying something you really want – as long as it is in your cash flow of course; and
- refer to Form **BUS070 Ten Point Plans** (which is available on Jim's Online) for a sample of a cash flow plan.

# MANAGING YOUR BUSINESS

The most critical thing you can do for your business is to manage your cash flow. However, there are many other things that you should also do to ensure your business is successful. When creating a ten point plan for managing your business, consider the following:

- have very clear SMART goals;
- have a marketing plan that you use to ensure that you market and sell efficiently;
- review your business plan, cash flow and marketing plan on a regular basis;
- review your goals on a regular basis;
- ensure you know your daily/weekly breakeven;
- ensure you enter information into Jim's Online / JiMBO App so that you always know your KPIs;
- have an effective filing system;
- have a regular backup process for all of your data;
- if your partner is involved in the business, ensure there is a clear separation of duties;
- to ensure the assistance from your partner is effective, develop a ten point plan for him/her;
- talk to your accountant regularly;
- talk to your Regional Franchisor often; let them actively assist you in your business;
- constantly develop your skills by reading, checking out the safety website in your area, re-attending training, listening to motivation tapes/podcasts, etc;

- 
- review your pricing – is it high enough?
  - ensure you obtain work that is spread throughout the year;
  - build time into your day for the unexpected;
  - review profit and loss monthly;
  - don't waste time doing things that could be better and more cost effectively done by someone else, e.g. a bookkeeper;
  - ensure you have an adequate stock of uniforms, business cards etc at all times;
  - ensure you have time for yourself and for your family; and
  - review your ten point plans constantly.

## Record Keeping

Maintaining records is a legal requirement. By law, the Australian Taxation Office requires Australian taxpayers to keep business records for seven years “*after they are prepared, obtained or transactions completed (whichever occurs later)*”. They must also be kept in a form that tax officers can access and understand. In New Zealand, the Inland Revenue Department also requires records to be kept for a period of seven years after the end of the income year to which they relate.

For Franchisees based in UK and Canada, we suggest you check this requirement with your local accountant and/or bookkeeper.

The record keeping requirements include the following.

### Sales

- sales invoices;
- receipts;
- credit card statements; and
- bank deposit books and account statements.

### Purchases/Expenses

- purchase invoices;
- receipts;
- cheque book butts; and
- records showing how you calculated the private proportion.

### Year End

- motor vehicle expenses;
- debtors and creditors lists;
- depreciation schedules; and
- PAYG records.

## Invoicing

Invoices should be provided to your Client on completion of the job. **The job is not complete until the invoice is provided.** You can use either your accounting system or a manual invoice. Manual invoice books are available from your Divisional Franchisor.

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In relation to invoicing:

- Franchisees should not charge Clients a penalty by way of interest or other amount for late payment of their invoice; and
- as an alternative, Franchisees may look to the terms and conditions on their invoice as to what other remedies they may have against a Client if that invoice (or part of it) remains unpaid (which may include engaging a debt collector or commencing proceedings in a court to recover any outstanding amounts).

Please ensure that your trading terms and conditions are included on the invoice that you provide to your Clients. Your Regional Franchisor should be able to assist. **Form BUS026 Standard Terms and Conditions** may also assist as a guide only.

## Bad Debts

Bad debts are a fact of business. They can be minimised by:

- ensuring Clients provide detailed information on their credit worthiness, including credit references;
- setting credit limits;
- ensuring the Client is aware of your credit terms and conditions; and
- following up bad debts immediately.

## PAYMENT OF TAX

In respect of the payment of tax in the Franchise Business, we suggest Franchisees obtain their own independent accounting advice in their jurisdiction (whether it be Australia, New Zealand, Canada or the United Kingdom). The taxation laws in each of these jurisdictions is substantially different.

For the purpose of our Australian Franchisees we offer the following information:

In Australia, by law, you must register for GST if your GST turnover is at, or above, the GST turnover threshold (currently being \$75,000 or more). If your GST turnover is less than \$75,000 you can choose to register for GST (and you must stay registered for at least 12 months), but you need not.

## When Must I Register?

When the gross turnover of your business (not your profit) is \$75,000 or more. This excludes:

- GST included in sales to your Clients;
- sales that are not for payment and are not taxable supplies (for example, some supplies to associates);
- sales not connected with a business that you carry on;
- input taxed sales you make; and
- sales not connected with Australia.

If you are not registered for GST, you must check each month to see whether you have reached the GST turnover threshold. If you reach the threshold, you must register for GST within 21 days.

You reach the GST turnover threshold if either:

- your turnover for the current month and the previous 11 months is \$75,000 or more; or
- your turnover for the current month and the next 11 months is likely to be \$75,000.

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## Why Register for GST if I Make Less Than \$75,000?

It may still be worthwhile to register for GST even if you make less than this amount.

Those who do not register for GST cannot charge GST nor claim tax credits for expenses, including franchise fees and the initial franchise fee paid by you for your Franchise Business.

## How to Calculate GST

Charge all Clients GST of 10%, and issue them with a tax invoice. This will allow you to also gain input tax credits with respect to GST that you pay on items used in your business. For example:

- earnings for the month: \$5,000, plus GST of \$500 – total \$5,500 billed;
- purchase: computer worth \$880, including GST of \$80;
- fees: \$440, including GST of \$40; and
- you have taken \$500 in GST from Clients, but paid \$120 in GST for business costs.

Therefore you must put aside \$500 minus \$120 being \$380 for your GST (which is the amount payable to the Australian Taxation Office).

### Payment

GST can be paid monthly or three monthly – your choice. The important thing is to put aside the GST owing and not spend it, ideally in a separate account.

## What Happens If I Sell?

GST could be payable on sales (except when the sale meets the requirement of a sale of a going concern) Please consult with your accountant for more information about this. GST is payable on your Regional Franchisor's commission on the sale. For example, if the business is sold for \$20,000, the purchaser will normally pay \$2,000 GST as well. \$4,000 plus GST of \$400 (total \$4,400) goes to the Regional Franchisor.

## How Does GST Affect my Fees?

GST is charged on all fees: franchise fees, advertising fees, marketing fees, commissions on sale of split sales or Resales, lead fees, administration fees, etc. Franchisees registered for GST can claim a tax credit for all of these, so it will not affect profit. Franchisees unregistered for GST cannot claim a tax credit, though all fees can be claimed as a business expense.

## Invoicing

All prices quoted/given to Clients must include GST. The invoice can show the price of the service and of GST separately, but each total must show the price inclusive of GST.

However, if you are not registered for GST, you should not include GST in your invoice.

## Do I Need to Give a Tax Invoice to All My Clients?

Yes. The ATO requires a tax invoice for any service worth \$75 or more. However, businesses which do not provide a tax invoice for services that are less than \$75 need documentary evidence to support all GST claims. Invoices that are less than \$1000 in value need not include the Client's name.

A Division specific tax invoice pad is available for your use (please speak with your Regional Franchisor).

**Note: Jim's Group does require a tax invoice be given to each Client.**

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## How Do I Record GST & Pay It?

Use the JiMBO App, another computer program or a manual system to record income and expenditure. Purchase a suitable system or program now and set it up ready to go. If done on a daily basis, the amount of work involved is minimal. Most systems will allow you to fill in the two-page report called Business Activity Statement or 'BAS', required by the ATO for GST. Speak to your accountant about a suitable system or package.

You can pay your GST by direct credit, direct debit, BPAY, cash or cheque at the post office, or mail a cheque with the BAS. Any refund from the tax office will go directly into your bank account.

Generally, any business that turns over less than two million dollars per year can pay GST on money collected, not on money invoiced but not yet collected.

GST is separate from income tax, and you will still be required to complete and lodge a tax return at the end of the financial year. Speak to your accountant before making any decisions.

### Where Can I Find More Information?

- your accountant;
- phone the ATO info line 13 24 78;
- the ATO web site: [www.taxreform.ato.gov.au](http://www.taxreform.ato.gov.au); or
- write to the ATO at PO BOX 9935 in your capital city.

The above information is a guide only and we suggest our Australian Franchisees seek independent accounting advice in relation to their obligations around taxation.



Document Control Details			
Document Description:	Managing Your Business	Document ID:	PRO114
Revision Number:	November 2014		
Related Documents:			
Forms:	<ul style="list-style-type: none"><li>BUS070 Ten Point Plans</li><li>BUS026 Standard Terms and Conditions</li></ul>		
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

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# PRO115 - PRICING POLICY

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## INTRODUCTION

Obviously, Jim's Group cannot set pricing structures for our Franchisees. However, we do encourage them to maintain the value of our services and cost their time appropriately.

## POLICY

With respect to our value proposition, Jim's Franchisees shall offer a pricing structure commensurate with the comprehensive services they provide.

The pricing schedule that you set should enable you to achieve your individual goals and objectives. It is suggested that you discuss this with your Regional Franchisor before you begin work.

## PROCEDURES

One way to determine your pricing structure is to consider your desired required hourly rate. For example, if you envisage the job will take you 45 minutes and you would like to earn \$100 per billable hour then you should charge \$75.

When you first commence working you will obviously operate at a slower rate than when you have gained some experience and your work rate picks up.

## Discounting

Your Division might discount for strategic Clients that will assist us in our goal to become a truly international organisation or that may provide us with a valuable testimonial, however we strongly recommend you do not discount on your own accord.

However, if you do in fact decide to discount, please consider the following:

- if you need to use the services of another Franchisee to cover your workload for any reason, you may find you have to pay the other Franchisee the difference between what they charge and your discounted rate;
- a lower rate may be compensated by less travelling and less time required selling your services; and
- if you discount significantly due to the size of a Client, you may find that you are unable to achieve your financial goals as you are so busy working for a lower rate that you do not have time to find more lucrative Clients.

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<b>Document Control Details</b>			
Document Description:	Pricing Policy	Document ID:	PRO115
Revision Number:	November 2014		
Related Documents:			
Forms:			
<b>Authorisation</b>			
Name:	Jim Penman		
Position:	CEO Jim's Group		
Date:	November 2014		

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# PRO116 - ADVERTISING

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## INTRODUCTION

Advertising is paid for by advertising contributions made by Franchisees to Regional Franchisors, which must be spent by your Regional Franchisor for this purpose. All advertising contributions are paid into an Advertising Fund which is held by your Regional Franchisor (**Fund**).

Regional Franchisors may put extra money from their own resources into the Fund, especially when taking on a number of new Franchisees. In this case, the advertising budget will be put into deficit, which may or may not be made up at a later stage.

In recent years, some Divisions have been so successful at finding work that there may be unused monies in the fund. In that case, the Regional Franchisor may provide a number of services, including trailer or vehicle stickers and even refurbishment, or may spend surplus monies in the Fund on training or some other valuable purpose, provided that the majority of Franchisees in the region agree to do so.

Up to 5% of advertising contributions collected may be retained by the Regional Franchisor for administration costs.

## POLICY

It is the policy of Jim's Group to receive maximum value from our branding by ensuring the professional appearance of our logo on uniforms, vehicles and materials at all times.

## PROCEDURES

### Group Advertising

In terms of money spent, the main media used are local newspapers, Yellow Pages On-Line and directories, Google AdWords, SEO optimisation, website content and management and other advertising, including on-line versions. Decades of experience have shown us that the best place to advertise is where people are looking for our service. Television, radio, outdoor advertising, public transport (trams, buses and trains) and other media are used as part of the media mix. These mediums help to drive a greater brand awareness, however, are harder to quantify in terms of lead generation. We believe that advertising individual Divisions is very effective and compliments any general advertising conducted by Jim's Group. It is important to ensure that there is a 'point of difference' in terms of the uniqueness of the logos and colour schemes of each Division.

Generally, the only campaigns conducted by the National Franchisor are those that benefit every Division in the Group. Examples include public relations, consumer newsletters, the Jim's Group website, providing services for TV programs and sponsorships. This is funded by a \$6.41 payment (as at February 2014) to the national branding fund controlled by the Jim's Group Advisory Committee.

Local newspaper advertisements should be withdrawn from papers where we cannot properly service the area. Advertising for work and then declining it, harms our reputation and makes it more difficult to find work when we need it. The money saved can be used to pay for other 'above-the-line' advertising.

Your Regional Franchisor should listen to your advice on effective local media, such as a local newspapers they may not be aware of. However, he or she will make the final decision.

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## Franchisee Advertising (For Work)

The Jim's Group advertising policy for Franchisees is as follows:

- for any advertising that may impact outside their Territory, Franchisees advertising using the Jim's logo must use **only** the approved Jim's Group telephone number (currently 131 546);
- inside their Territory only, a Franchisee may carry out advertising using the Jim's logo and their own personal telephone number (e.g. by leaflets in letterboxes);
- Franchisees may advertise their own personal telephone number outside of their Territory only if there is no mention of the Jim's name or logo; and
- Franchisees may use the Jim's logo and their own personal telephone number if handing the advertising item directly to a potential Client, for example a business card or quote.

## Franchisee Advertising (For Sale of Their Franchise Business)

A Franchisee may advertise their Franchise Business for sale using their own mobile telephone number (along with the Jim's logo and other details about their Jim's Franchise Business) **only** in websites or publications which deal specifically with businesses for sale. All other advertising must contain the approved Jim's Group telephone number (rather than the Franchisee's own mobile number). By way of example:

- a Franchisee **may not** advertise their Franchise Business for sale on a billboard if they are displaying their own mobile telephone number;
- a Franchisee may advertise their Franchise Business for sale in the classifieds section of their local newspaper (in the businesses for sale section) displaying their own mobile telephone number.

**Note: a Local Area Marketing Kit is available as an appendix to this procedure. This may assist you in developing plans for activity in your local area.**

## Use of Trade Marks

The use of the logos and trade marks of the National Franchisor and its related entities (**Trade Marks**) is strictly controlled.

Franchisees must use the Trade Marks, subject to any other conditions set out in the Franchise Agreement and/or the Manual:

- once written authorisation has been obtained from your Regional Franchisor;
- only in connection with the Franchise Business;
- on all trailers, vehicles, uniforms, stationery and advertising; and
- in a form and manner and at a standard of presentation as approved by the National Franchisor.

**Note: the advertising you do in your local area will reflect on the entire Group. You must proof read your work and have your Regional Franchisor approve it. It needs to comply with the Jim's Group Branding & Presentation Guide which can be found on Jim's Online.**

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## Media Guidelines

These media guidelines set out the requirements when engaging with the media (including social media) and will assist in maintaining a constructive and mutually beneficial relationship with the media for the Jim's Group and Jim's Franchisors and Franchisees.

These guidelines should be read in conjunction with the intellectual property, confidential information and advertising provisions of your Franchise Agreement. These guidelines also apply to all forms of social media.

The guidelines are:

- Franchisors and Franchisees may speak to the media about their own business;
- public comment by Franchisors and Franchisees, including interviews on television, radio, magazines, newspapers, on-line and speaking engagements (conferences, guest lectures) must be limited to comments related to their business only;
- Franchisors and Franchisees must direct all media queries regarding Jim Penman, the Jim's Group, any Jim's Group employee, the Division, Franchisor, Franchisee or Client (or any issue relating to any of these) to the National Franchisor;
- Franchisors and Franchisees must not use information about Clients, other Franchisors and Franchisees and the Jim's Group (including Jim Penman) inappropriately. This includes breaching confidentiality and privacy obligations and discussing commercially sensitive information; and
- Franchisors and Franchisees concerned about an issue relating to their Franchise Business or Jim's Group or any Division, Franchisor or Franchisee should raise the issue with their Franchisor or the National Franchisor, as appropriate, before raising the issue via the media (including social media).

## Social Media

Social media is a group of internet-based applications that allow the creation and exchange of user-generated content and allows interactive communication among organisations, communities and individuals. It refers to weblogs, social blogs, microblogging, internet forums, wikis, social networks (such as, but not limited to, Facebook, Twitter, Bebo and MySpace) podcasts, photographs or pictures, video, rating and social bookmarking or other and is a quickly evolving communication medium.

When using any form of social media, Regional Franchisors and Franchisees:

- must not use any Jim's intellectual property including but not limited to the Jim's logo, Divisional logo or business name that identifies them as a Jim's Franchisee or Regional Franchisor in the heading or title of the social media page/profile. For example: You are not permitted to call your Facebook page "Jamie Bloggs: Jim's Test and Tag" or "Jim's Test and Tag Mooroolbark". However, the 'body' of the social media page may refer to the fact that the Franchisee or Regional Franchisor is a Jim's franchise operator (subject to point 3 below). Franchisees and Regional Franchisors may also include photographs of themselves in their 'Jim's' uniforms if they wish.
- Should use their real name and always be honest and transparent in their communications;
- must ensure that they use social media in such a way that their social media posts do not appear on any search for a Jim's business name or their Jim's business name; and
- Subject to the above guidelines, may express a personal viewpoint on their own business if done in a professional and respectful way but should be aware that they may be personally liable for any comments they make.

Document Control Details			
Document Description:	Advertising	Document ID:	PRO116
Revision Number:	November 2014		
Related Documents:	<ul style="list-style-type: none"><li>• Franchisee Agreement</li><li>• Local Area Marketing Kit</li><li>• Jim’s Group Branding &amp; Presentation Guide</li></ul>		
Forms:			
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim’s Group		
Date:	November 2014		

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# PRO 117 - STANDARD DOCUMENTS

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## INTRODUCTION

Not everyone has excellent business writing skills and in order to assist you to sell your services and to assist your Division in presenting a uniform approach in its marketing activities, standard document templates have been developed.

## POLICY

Jim's Group shall ensure all written documents reflect the professionalism and brand of our organisation.

## PROCEDURES

Standard templates are available from your Regional Franchisor and may include the following:

- editorial;
- introduction of Services;
- simple quotation;
- detailed quotation;
- overdue accounts;
- referral acknowledgement;
- price increase; and
- email disclaimer.

In order to maintain the professional image of the Jim's Group, if you wish to make changes to the templates, you must first obtain approval from your Regional Franchisor.

Please discuss any additional requirements with your Regional Franchisor.

## Template Format

The typeface, font and layout of the templates are designed to provide maximum readability.

**Note: the Jim's Group Branding and Presentation Guide provides a clear overview of the expectations associated with using the Jim's brand and logo.**

## Recommendations

- use the templates provided;
- use a sans serif font such as Arial for headings;
- use bold and italics sparingly;
- don't use underlines;
- set up your email program to automatically spell check;
- however proof-read your work before sending, regardless of what your spell checker says; and



- ensure your spell checker is relevant to your country of operation (e.g. English (Australian)).

## EMAIL DISCLAIMER

Your Division's email disclaimer should be added to all of your emails. Here is an example from the Test and Tag Division as a guide:

Regards,

**Terry Tagger**

**Jim's Test & Tag**

**T: 131 546**

**M: 0417 000 000**

**E:** [terryt@jimstestandtag.com.au](mailto:terryt@jimstestandtag.com.au) **W:** <http://www.jimstestandtag.com.au>



Please consider the environment before printing this email

The contents of this email are not necessarily the policy or opinion of Jim's Test & Tag or any person employed by it. This email and any attachments are confidential. They may contain legally privileged information or copyright material. If the reader is not the intended recipient, or agent of the intended recipient, any unauthorised use, disclosure, copying, distribution or dissemination is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete it from your system.

Document Control Details			
Document Description:	Standard Documents	Document ID:	PRO117
Revision Number:	November 2014		
Related Documents:	• Jim's Group Branding & Presentation Guide.		
Forms:			
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim's Group		
Date:	November 2014		

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# PRO118 - INSURANCE

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## INTRODUCTION

This Chapter aims to provide you with an overview of the types of insurance that you are required or otherwise recommended to obtain for the operation of your Franchise Business.

## POLICY

Divisional Franchisors, Regional Franchisors and Franchisees shall ensure that they have and maintain current policies of the relevant insurances at all times throughout the operation of their business.

We remind you that you, the Franchisee, are legally a separate person or entity to the National Franchisor and to the Franchisors and do not classify as an employee or other worker of Jim's Group, your Divisional Franchisor or your Regional Franchisor. For this reason, Jim's Group and your Franchisors will not maintain any insurance for you or on your behalf, including but not limited to accident or illness insurance and/or workers compensation insurance that may be required by law for employees.

## INSURANCE

Jim's Group requires Franchisees, at their own expense, to obtain and maintain the following types of insurance policies:

- For all Franchisees, public liability insurance (for all Australian Franchisees, this must be through Jim's Insurance Services Pty Ltd ACN 145 508 283 (**Jim's Insurance**));
- Professional Indemnity Insurance (if required by your Divisional Franchisor and as set out in the Schedule to your Franchise Agreement or your Division specific manual); and
- any other insurance that may be required by law.

Jim's Group also recommends that you obtain and maintain the following insurance;

- third party motor vehicle insurance;
- comprehensive trailer insurance (if relevant to your Franchise Business)
- general property (or Tools of Trade Insurance); and/or
- personal accident and/or illness insurance.

You may also consider income protection insurance.

You, as the owner of your Franchise Business, will need to assess or obtain independent advice on the types of insurance policies that are most appropriate for your business and industry. You may wish to talk with your Regional Franchisor or Jim's Insurance, who may be able to provide you with further information.

## Public Liability Insurance

Public liability insurance generally provides protection against property damage, loss, injury or death of a third party as a result of your business activities.

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For all Australian Franchisees, Jim's Group requires you to obtain and maintain public liability insurance with Jim's Insurance unless your Division has been expressly excluded. The public liability insurance must have a minimum cover of \$10 million, unless otherwise directed by Jim's Group, your Divisional Franchisor or your Division specific manual.

Jim's Insurance is a brokerage which is a related body corporate to Jim's Group. With the exception of public liability insurance for Australian Franchisees, it is not mandatory to obtain the other insurance policies mentioned above from Jim's Insurance. However, Jim's Insurance can provide you with competitive pricing on all optional insurance products.

You can find further information about Jim's Insurance and its products on the Jim's Insurance website at [www.jimsinsurance.net.au](http://www.jimsinsurance.net.au) or call 1300 546 000 (standard business hours AEST).

## Professional Indemnity Insurance

Professional indemnity insurance (or professional liability insurance) generally provides protection from third party claims for loss, injury or damage arising from an act, error or omission in the performance of your services.

Professional indemnity insurance is only required for certain Divisions as set out in the Division specific manual. If Professional indemnity Insurance is required for your Division, the minimum level of cover will be set out in your Franchise Agreement or your Division specific manual.

## Insurance required by Law

Federal, State or Territory Laws may also impose certain insurance obligations on you. For example, your local laws may require you to maintain workers' compensation insurance in respect of yourself or your workers. For Australian Franchisees, further information about this requirement may be found at Safe Work Australia at (<http://www.safeworkaustralia.gov.au>) which will link you to your relevant State or Territory regulator.

**Note: Franchisees must maintain any specific insurance coverage required by State, Territory or Federal laws and requirements.**

If you are based in New Zealand, Canada or the United Kingdom please speak with your Regional Franchisor as to the local safe work body in your jurisdiction.

## Insurance Claims

In the event of a claim, it is important that you contact your insurance broker, insurance company or Jim's Insurance to discuss the procedure of claiming under the relevant policy. Insurance brokers and general insurers will have claims information on their website as an additional resource if needed.

It is important to follow the claims procedure set out by the relevant insurer. If you do not comply with the procedure that is set out, there may be a possible delay in the processing of your claim.

## Compliance

Failure to obtain and maintain the insurance required by your Franchise Agreement or a manual (including the Manual) is considered to be a major non-compliance issue. Divisional Franchisors, Regional Franchisors and Franchisees who do not maintain their insurance coverage may be sent a formal Notice of Breach from Jim's Group as they are deemed to have not complied with the terms of their agreement.

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Document Control Details			
Document Description:	Insurance	Document ID:	PRO118
Revision Number:	November 2014		
Related Documents:	<ul style="list-style-type: none"><li>• Divisional Franchise Agreement</li><li>• Regional Franchise Agreement</li><li>• Franchise Agreement</li><li>• Division specific manual</li></ul>		
Forms:			
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim's Group		
Date:	November 2014		

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# PRO119 - ENGAGING PERSONNEL

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## INTRODUCTION

It is possible that as your business grows, you will employ staff or engage contractors to assist you in your endeavours.

Whilst your employees / contractors are your responsibility, they also reflect on your Division and the Jim's Group.

## POLICY

It is the policy of Jim's Group that all employees and subcontractors of Franchisees (**Personnel**) shall comply with the induction program as stipulated from time to time by the National Franchisor and/or relevant Divisional Franchisor. This will include any Occupational Health & Safety obligations associated with a Division, including any ongoing training requirements.

You must ensure that any relationship with your Personnel complies with any local workplace safety, wages and taxation legislation.

Your Personnel are your responsibility. The information contained in this Chapter is provided for guidance only.

## PROCEDURES

We strongly recommend that as a part of your process of selecting Personnel, you send prospective Personnel to attend the three day Franchisee Initial Training at the National Franchisor's office at Mooroolbark, Victoria. They are then able to be evaluated along with Prospective Franchisees and other Personnel prior to you entering into an employment agreement or contract with them. We suggest this because:

Your Franchise Agreement requires you to ensure that Personnel:

- have the required qualifications;
- are of good character; and
- are fully supervised by you.

You are required to cease to engage any Personnel where:

- the Franchisor/s have advised you in writing that the engagement is detrimental to the business;
- there has been more than one complaint in a three month period regarding that Personnel; and/or
- the Personnel has been convicted of a criminal offence committed in the preceding five years or during their engagement in the business.

**Note: all Personnel who attend the Franchisee Initial training do so at the expense of the Franchisee or Franchisor seeking to engage them, as the case may be.**

**Note: please refer to Chapter PRO107 Training for information on the training requirements of all Personnel.**

## Legal Obligations

All engagements of personnel must comply with the relevant laws in your local jurisdiction.

### Australia

Once you take on employees you are required to meet the following ATO obligations:

- you need to determine whether your workers are employees or contractors;
- you need to withhold tax from employee payments and forward to the ATO – you are required to register for PAYG withholding tax;
- if your employees are entitled to a superannuation contribution, you need to pay them quarterly;
- if you pay non-tax benefits to your employees or their associates you are required to pay Fringe Benefits Tax.

### New Zealand

Once you take on employees you are required to meet the following New Zealand taxation obligations:

- you need to determine whether your workers are employees or contractors;
- you need to register with the Inland Revenue Department as an employer;
- you need to ensure your employees complete a tax code declaration;
- you need to deduct PAYE from your employees' wages and forward to the Inland Revenue Department;
- you are required to complete employer forms and send to the Inland Revenue Department; and
- if you pay non-tax benefits to your employees or their associates you are required to pay Fringe Benefits Tax.

### Canada

If you intend to take on employees in British Columbia we suggest you contact your local accountant for tax advice.

### United Kingdom

If you intend to take on employees in the United Kingdom, we suggest you contact your local accountant for tax advice.

**Note: it is your responsibility to ensure you meet your taxation requirements. The information in this chapter is provided as a guide only.**

As a Jim's Franchisee, you also have obligations to the Jim's Group. Form **BUS027 Employee Checklist** is provided to assist you to meet these obligations when you engage employees.

Please note that:

- all employees are required to sign an employment agreement prior to commencing employment with you. Please look to your local workplace authority for templates; and

- 
- all contractors are required to sign a contractor's agreement (sub-contract or other contract) with you. Please look to your local workplace authority for templates.

We also suggest you ask any employees to complete **Form BUS002 New Employee Details** to ensure you have contact details in case of an emergency.

## COMPLIANCE

Personnel that you engage represent Jim's Group and we have an obligation to ensure they are compliant with our systems, policies and procedures. As such, your Personnel may be required to undertake an annual compliance audit with your Regional Franchisor.

Engaging Personnel that have not undertaken our required training may result in a Notice of Breach being issued to you.

Personnel who are providing services to or otherwise interacting with Clients are also required to comply with the requirements set out in Chapter **PRO121 Supplies and Equipment** (e.g. wearing the uniform required by each Division, driving a trailer and/or vehicle containing the logos and signage as required by each Division etc).

**Note: it is the Franchisee's responsibility to ensure they comply with relevant employment legislation or any legislation relating to the engagement of employees or independent contractors. The information in this procedure is provided as a guide only. We suggest you obtain independent legal and accounting advice.**



Document Control Details			
Document Description:	Engaging Personnel	Document ID:	PRO119
Revision Number:	November 2014		
Related Documents:	<ul style="list-style-type: none"><li>• Franchise Agreement</li><li>• Chapter PRO107 Training</li><li>• Chapter PRO121 Supplies and Equipment</li></ul>		
Forms:	<ul style="list-style-type: none"><li>• BUS027 Employee Checklist</li><li>• BUS002 New Employee Details</li></ul>		
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim's Group		
Date:	November 2014		

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# PRO120 - COMPUTERS

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## INTRODUCTION

It is a basic requirement of the Jim's Group that every Franchisee has access to a computer linked to the internet and an email address (this can be a free service such as Hotmail). Invoices and newsletters from the Franchisors will only be sent by email. Duplicates of SMS messages can be emailed on request.

## POLICY

Regional Franchisors and Franchisees are to make every attempt to protect their computers and our network from viruses, worms and trojans.

## PROCEDURE

Data stored on your computer is susceptible to computer damage as well as damage from viruses, worms and trojans. It is anticipated that the risk to your computer from the internet will get progressively higher and it is therefore important to be vigilant in your attempts to minimise damage.

### Viruses, Worms and Trojans

- all computers used for Jim's Group operations must have a virus protection program installed and regularly updated;
- a virus scan of the computer shall be performed at least weekly;
- if your computer is connected to the internet it is recommended that you have a firewall;
- you can obtain both software and hardware firewalls. A combination of both will provide maximum protection; and
- in addition to a firewall, if your computer is connected to the internet, you should have installed protection from Spyware. Reviews of the best programs to use are available on the Internet.

### Backing up your Data

How often you backup your data is dependent upon machine usage and the effect of loss of data.

We also recommend that you have at least two sources that you use for backup and employ them on different days. For example, you might backup to your flash drive one day and to CD the next.

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<b>Document Control Details</b>			
Document Description:	Computers	Document ID:	PRO120
Revision Number:	November 2014		
Related Documents:			
Forms:			
<b>Authorisation</b>			
Name:	Jim Penman		
Position:	CEO Jim's Group		
Date:	November 2014		

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# PRO121 - SUPPLIES AND EQUIPMENT

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## INTRODUCTION

The correct supplies and equipment will assist in our delivery of quality service to our Clients.

## POLICY

It is the policy of Jim's Group that all equipment utilised by our Franchisees complies with the expectations / requirements of our objectives.

## EQUIPMENT

Each Division will identify the range of equipment that a Franchisee will be required to have to perform the necessary services to their Clients.

This equipment shall be maintained to a level that will ensure consistent service levels to our Clients and a safe work environment for our Franchisees.

As required by individual Divisions, equipment may need to be calibrated in order to comply with necessary work practices. This activity will be identified by your Regional Franchisor or Divisional Franchisor.

## COMPLIANCE

Your Regional Franchisor or the National Franchisor may undertake a compliance audit to ensure compliance to these obligations.

For equipment that requires a calibration program, non-calibration will be deemed a serious breach.

## TRAILERS, VEHICLES & UNIFORMS

### Policy

Our trailers, vehicles and uniforms provide our best billboard and as such it is important that all Franchisees maintain these in suitable manner.

#### Suitability of Trailers, Vehicles and Uniforms

All Franchisees and their Personnel, at all times when servicing and/or attending on Clients or prospective Clients, must:

- wear the approved uniform (as set out in the Division specific manuals and/or as advised by the Divisional Franchisor); and
- use only approved trailers and/or vehicles that contain the logos and signage as set out in the Division specific manuals and/or as advised by the Divisional Franchisor.

Your Regional Franchisor or the National Franchisor may inspect these items to ensure that the brand and logo are well represented. Alternatively, Franchisees may be asked to provide photographs of their trailer, vehicle and/or uniform to the Regional Franchisor and/or National Franchisor to evidence compliance with the above obligations.

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Failure to provide photographs or to bring vehicles, trailers or uniforms up to the required standard upon request will be considered a serious breach of the Franchise Agreement, for which a Notice of Breach may be issued and termination of the Franchise Agreement may potentially occur.

## **SUPPLIES**

In order to provide a superior service by being prepared at all times, it is important to ensure your vehicle is well stocked and that you have the necessary materials to adequately promote your Franchiser Business.

Your experience will assist you in determining your reorder point. It is your responsibility to ensure you have adequate supplies at all times. Your Regional Franchisor will be able to assist should you be unsure.

Subject to any specific requirements for your Division as set out in your Division specific manual, you are able to obtain all materials from any supplier as long as they are of equal or better quality than any approved by your Division.

Please refer to the following for suggested items you will need to maintain at all times:

### **Clothing**

Your Regional Franchisor will be able to advise you as to the uniform requirements of your Division. This advice will include potential suppliers. Your uniform must be clean, tidy and professional at all times.

### **Computer Equipment and Software**

You should discuss specific computer requirements for your Division with your Regional Franchisor.

### **Stationery Supplies**

Your Regional Franchisor will be able to provide advice as to the options available with regard to the stationery requirements of your Division.

### **Tools of Trade**

Tools of trade vary across all Divisions and Regional Franchisors will be able to assist you in determining what is required for your Division.

### **Safety Items**

Each Division will have its own requirements associated with health and safety. Your Regional Franchisor will be able to assist you in identifying the needs of your Division.

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Document Control Details			
Document Description:	Supplies & Equipment	Document ID:	PRO121
Revision Number:	November 2014		
Related Documents:	<ul style="list-style-type: none"><li>• Franchise Agreement</li><li>• Division specific manual</li></ul>		
Forms:			
Authorisation			
Name:	Jim Penman		
Position:	CEO Jim's Group		
Date:	November 2014		

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# PRO122 - ASSOCIATES

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## INTRODUCTION

One of the benefits of belonging to a group such as Jim's Group is the buying power associated with the Group. The Jim's Group has associations with a number of suppliers. A list of these suppliers can be found on Jim's Online which can be accessed from [www.franchisees.jims.net](http://www.franchisees.jims.net).

## POLICY

It is the policy of Jim's Group to ensure that our associates can adequately assist us in meeting our objectives.

## PROCEDURE

Jim's Group has developed a number of key relationships with third parties that allow us to purchase items at a reduced price and to meet our objectives regarding:

- quality;
- configuration;
- timeliness;
- innovation;
- value; and
- relationships.

A list of these suppliers is maintained on Jim's Online.

Whilst it might be possible for you to purchase items from another supplier at a lower price, the result of you buying from other organisations might have an overall detrimental effect on the buying power of the Group. It is also important that when making a purchasing decision, we ensure we consider our objectives.

If you locate a supplier that is able to provide products at a lower rate, please ensure you inform your Regional Franchisor so that we are able to adequately evaluate the provider.

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<b>Document Control Details</b>			
Document Description:	Associates	Document ID:	PRO122
Revision Number:	November 2014		
Related Documents:			
Forms:			
<b>Authorisation</b>			
Name:	Jim Penman		
Position:	CEO Jim's Group		
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# PRO123 - LEAVING JIM'S GROUP

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## INTRODUCTION

We anticipate that your original business plan included an exit strategy and we hope that the journey you are on leads you to achieve your goals and objectives.

## POLICY

It is the policy of Jim's Group that we support our Stakeholders in an effort to assist them to achieve their goals and objectives. This would include assistance when a Franchisee is ready to sell the Franchise Business.

**Note: the Franchisee is responsible for advertising their Franchise Business for sale. Any potential prospective purchasers must be introduced to the Regional Franchisor.**

## SELLING YOUR FRANCHISE

A Franchisee wanting to sell the Franchise Business must notify their Regional Franchisor in writing and include the following details:

- full asking price;
- profit and loss;
- details of equipment to be sold; and
- list of regular Clients.

This information will be provided to the Regional Franchisor via a template in the system, it will only be "live" in the system for three months at which point the Franchisee will need to revisit to confirm the accuracy of the information.

### Franchisee Advertising (for sale of franchise business)

A Franchisee may advertise their Franchise Business for sale using their own mobile telephone number (along with the Jim's logo and other details about their Jim's Franchise Business) **only** in websites or publications which deal specifically with businesses for sale. All other advertising must contain the Customer Contact Centre telephone number approved by Jim's Group (rather than the Franchisee's own mobile number).

By way of examples:

- a Franchisee **may not** advertise their business for sale on a billboard if they are displaying their own mobile telephone number;
- a Franchisee **may** advertise their business for sale in the classifieds section of their local newspaper (in the businesses for sale section) displaying their own mobile telephone number

**Note: the prospective purchaser of the Franchise Business must pass our selection criteria.**

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The payment for the sale (**Purchase Price**) must be paid to the Regional Franchisor (with the exception of monies for equipment) and will be held, in part, by the Regional Franchisor for the benefit of the incoming purchaser Franchisee. After 10 days, the Regional Franchisor will (after first deducting certain amounts as set out in the Franchise Agreement including but not limited to any monies owing at all to the Franchisors) pay 50% of the Purchase Price to the vendor Franchisee,

The balance of the purchase price will be held for a further period (45 days from the date of commencement of the purchaser Franchisee's Franchise Agreement). These monies will be released to the vendor Franchisee following any further deductions as set out in the Franchise Agreement.

**Note: it is the vendor Franchisee's responsibility to introduce the purchaser Franchisee to all Clients and ensure that the hand over is as smooth as possible. This includes providing the purchaser Franchisee with all information they may need to carry out a due diligence of the Franchise Business.**

## TERMINATION BY FRANCHISOR

If the Franchisee fails to perform any of its obligations under their Franchise Agreement, the National Franchisor and/or Regional Franchisor may notify the Franchisee (through a Notice of Breach) of:

- the alleged breach/es;
- the action required to be undertaken by the Franchisee to rectify the breach/es; and
- a reasonable time frame in which to rectify the breach/es to the satisfaction of the Franchisors.
- If, at the conclusion of that time frame, the Franchisee has failed to rectify the breach/es, the Franchise Agreement may be terminated.

## TERMINATION WITHOUT NOTICE

The Franchise Agreement may be terminated immediately (and without any notice to the Franchisee) for certain breaches of the Franchise Agreement. These include the following:

- the Franchisee no longer holds a licence that the Franchisee must hold to carry on the Franchise Business; or
- the Franchisee becomes bankrupt, insolvent under administration or an externally-administered body corporate; or
- the Franchisee voluntarily abandons the Franchise Business or the franchise relationship; or
- the Franchisee is convicted of a serious offence; or
- the Franchisee operates the Franchise Business in a way that endangers public health or safety; or
- the Franchisee is fraudulent in connection with the operation of the Franchise Business; or
- the Franchisee agrees to the termination of the Franchise Agreement.

## SURRENDERING YOUR FRANCHISE AGREEMENT

You also have the option of surrendering your Franchise Agreement, which essentially means that you are handing the business back to your Regional Franchisor and National Franchisor.

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