



# FRANCHISOR MANUAL

(PART 1)

September 2025

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## Part I: Policies and Procedures

The following pages cover your obligations as a Franchisor, and any failure to follow them may result in loss of compliance discount, breach and even termination. Please read them carefully and become familiar with them. The balance of the Manual is advice on how to run a successful Regional Franchise, to be accessed as necessary.

### 1. Compliance

Franchisor fees will be reduced by 25% if the Franchisor is fully compliant with the Franchisor Agreement and Manual, of which one fifth will be foregone if the Franchisor fails to comply in each of these areas:

1. The Selection process
2. Pro-active contacts
3. Complaints process
4. Meetings
5. Failure to reach 75 training points in any calendar year

Thus, for example, a Franchisor who failed to follow guidelines for pro-active contacts and meetings, but is otherwise compliant, would be given a 15% compliance discount.

Compliance discounts will be restored once the Franchisor demonstrates full compliance.

Failure to pay fees on time will result in entire loss of the compliance discount for that month.

### 2. Selection Process

Franchises are granted, not sold, and a Franchisor must not sign any Franchisee unless they are reasonably certain that person will succeed. All of the following aspects must be assessed.

- Adequate English
- Good character, including courtesy and willingness to listen to advice
- Not aggressive or overly critical of previous employers
- At least two trial days with different trainers, where possible
- Support of any partner or spouse
- Cash flow and business plan showing enough financial backing to support an initial period of poor income
- Previous work (look for responsible positions and job stability)
- Police check (cvcheck.com). Any disclosable offences must be referred to the National Franchisor
- Personality assessment tests as required by the National Franchisor from time to time

If the National Franchisor at its absolute discretion finds that prospects fail in any of these areas, any money paid must be refunded in full – including training costs and flights.

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### **3. Responding to Prospects**

#### **3.1 Initial Enquiry**

All prospects must be responded to within 24 hours on business days, and by phone within 48 hours on business days, beginning an active process to show them the system and assess their suitability. If a prospect cannot be granted a franchise in the Region because of insufficient work, the prospect must be referred to neighbouring Franchisors, also within 24 hours on business days. If the prospect cannot be reached by phone within 48 hours on business days, an Email and/or SMS should be sent to initiate contact.

(The below is advice rather than a requirement)

The best results are achieved by phoning back prospects within minutes and then dropping off the information kit in person, taking time to go through it with them, and ideally introducing them to a current Franchisee. As many as 20% of prospects may be signed as Franchisees by using this method, compared with a more usual 5-10%.

#### **3.2 Information Booklet**

Can be Emailed, posted, or handed to the prospect at interview. To protect Franchisors, it contain the following disclaimer:

Any Financial Information is based on the Franchisor's opinion and is only intended as a guide. Prospective Franchisees should not rely on this information and are strongly recommended to seek independent legal, accounting and other business advice. The Franchisor and Jim's Group accept no liability for any loss incurred as a result of reliance on this Financial Information.

#### **3.3 Interview**

May be at the prospect's house, Franchisor's house or at a neutral location.

#### **3.4 Training**

If a Franchisee has not held the franchise agreement and disclosure document for 14 days prior to training they may demand a complete refund of any deposit, including payment for training and transport.

#### **3.5 Signup**

Only possible after franchise agreement and disclosures have been held for 14 days.

#### **3.6 Selling to prospects who live in another Region**

A Franchisor who receives an inquiry from a Prospect should immediately inquire where the Prospect lives (if not on the inquiry). If the address is in another Region, they must give the Prospect contact details for the Franchisor in that Region. They must also enter details in FMS and provide full address and contact details to the Franchisor of the Region in which the Prospect lives, within 24 hours on business days of learning the Prospect's address.

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If the Franchisor does not make this notification, the Franchisor must pay the other Franchisor 80% of their gross income from the sale and either:

1. 36 times the average monthly fee (after deducting Documentation, advertising and National fees) paid by Franchisees in the Region; or
2. Arrange for the Franchisee to transfer to the other Region, if they consent.

If the Prospect does not inform the Franchisor at the time of the initial inquiry that they intend moving to another Region before the sale, but the Franchisor informs the Prospect and the other Franchisor of the situation within 24 hours of becoming aware, then no penalties will apply.

If the other Franchisor and the Prospect are fully informed, the Prospect may sign with either Franchisor.

### **3.7 Payment of commission to referring Franchisor**

If a franchise sale results from a referral sent directly to the Franchisor or where notes are recorded on FMS against the enquiry, the Franchisor making the sale will pay the referrer \$2,500.

If a franchise sale results from a prospective franchise changing from one division to another during or after franchisee training, the receiving Franchisor will pay 30% of the franchise price (or resale commission), to a maximum of \$2,500 to the losing Franchisor. However, if the change is determined to be the result of deliberate poaching (determined by the National Franchisor) then the receiving Franchisor will pay the full franchise price (or resale commission) to the losing Franchisor.

### **3.8 Inducing a Franchisee to change to a different Region**

If the Advisory Committee determines that a Franchisor has deliberately induced a Franchisee at training to change to their Region, the entire margin from the sale will go to the Franchisor losing the prospect.

### **3.9 Distribution of Proceeds from Sale of Franchise Business**

When a Franchise is sold the proceeds are distributed in the following order:

1. Any money owed to the Franchisor such as for fees;
2. Repaying any finance such as to Ratesetter for which the Franchise is security;
3. Any commission owed to Franchisors (Regional, National and Divisional); and then
4. Balance to the Franchisee.

### **3.10 Contacting backlists of sold regions**

When a regional franchise business is sold, the franchise enquiries associated with the region (**backlist**) form part of the goodwill of the business. Franchisors must not contact backlists of previously owned regions.

### **3.11 Sign-up Process (Document Preparation Fee)**

Franchisors will be responsible for covering the document preparation fees that cannot be passed onto a prospective franchisee during the sign-up process.

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### **3.12 Startup Packages**

Franchisors must not upsell items included in a startup package, nor charge for services that fall within their ordinary franchisor responsibilities. This includes, but is not limited to, administration fees, future PFWG claims and support fees.

Any training components included in a startup package must be approved in advance by the Divisional Franchisor.

## **4. Pro-active Contact**

Includes an individual assessment of the Franchisee's business and provide advice, where feasible, to help the Franchisee to progress. Can be a phone call, individual meeting, or even group meeting with 2-3 other Franchisees so long as each Franchisee is individually addressed.

Weekly in the first 2 months or when a Franchisee is in serious difficulty, otherwise monthly.

Must be recorded as 'pro-active contact' in notes and must include a summary of the discussion (other contacts, e.g. emails, must not be recorded as 'pro-active contact').

A Franchisee who asks in writing not to receive pro-active contact need not be contacted. Two verified attempts to make contact, recorded as 'pro-active tried twice' are adequate to discharge this responsibility. Proactive call attempts cannot be made on the same day.

Failure to contact at least 70% of Franchisees in any given month would be considered a warning sign of poor Franchisee relations and may trigger a Franchisee referendum.

## **5. Response to Franchisees**

Franchisors should at least attempt to respond to Franchisees, National office staff and Divisional Franchisors within 24 hours on business days. When not available because ill or on holidays, some other qualified person (such as another Franchisor) should be made available. Any significant contact should be recorded with an FMS note, especially if the Franchisee is in trouble. National office staff and Divisional Franchisors should also respond to Franchisors within 24 hours on business days. Failure to do so incurs a \$200 fee, payable to the Franchisor.

Franchisors are required to contact franchisees within 48 working hours of receiving a breach notice (2 attempted contacts if you cannot get onto them) and notes are to be recorded in FMS. This is to ensure the breach notice has actually been received and to discuss the content of the breach notice and work on a strategy on how the breach notice can be rectified. If a franchisee has not received a breach notice, you are required to notify the national franchisor.

This will ensure we are made aware up front when a breach notice is not received & allows us to issue a breach notice via other methods when needed in a timely manner.

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## 6. Complaints

### 6.1 Handling Complaints

When a complaint is sent to a Franchisee, the Franchisor or qualified staff member is to contact the Franchisee within 24 hours on business days, and leave a note against the job. If contact cannot be made then a note must be left and the Franchisee may be restricted to territory.

For complaints about poor work, the client must be responded to within 48 hours on business days, by phone, email or text, and a note left against the job. If the Franchisee is deemed at fault, they should be given first option to fix the job. If not, the Franchisor arranges to satisfy the client and bills the warranty fund, which will bill the Franchisee. If a resolution cannot be found, the client must be followed up at least weekly until it is.

A formal delete request may be sent by clicking the 'complaints details' tab in FMS when the Franchisee is clearly not at fault. For example, If the complaint is about failure to phone, then evidence of a phone call and text within two hours. For failure to turn up, evidence of a phone call or text before the due time. For failure to quote, evidence of an emailed quote and text in support. For failure to complete a job, evidence that the tasks not done were not in the quote. Etc. A complaint will also be deleted with evidence the customer is happy with the job in the end.

A complaint is marked 'handling' when proper action has been taken and notes are on file. It is marked 'settled' when the Franchisee has been deemed not at fault or counselled. For valid work quality complaints, the client must be also satisfied. A complaint must be marked 'handling' within 72 hours (business days), and 'settled' within 30 days, unless a quality complaint is being actively followed up on a weekly basis.

### 6.2 Avoiding Complaints

Franchisors must use the complaints process to help Franchisees avoid future complaints, most of which are easily avoided with the right systems and processes. Is there *anything* the Franchisee could have done to avoid the complaint. Here are some common complaints and suggested solutions.

Problem	Solution
Franchisee rang and left a phone message, which client failed to notice	When the client can't be reached personally, leave a message with the call center (CCC) and SMS and Email the client.  Return calls faster.
Franchisee out of range at certain times of the day	Phone the CCC and leave a message on the pop-up box that they will call back or quote later
Appointment booked for 10 a.m. Client calls back at 10.05	Give time interval, not time, e.g. 9-11 a.m. Make it as broad as possible
Job booked for 'after 4' and client complained at 4.20	Clients often see 'after 4' as meaning within 5 minutes of 4. Give a time interval instead.
Message left on phone and forgotten when 2nd message came in	Write down all messages.  Phone back immediately.
Phone left in car and job went over time	Get a leather pouch or similar protection and take phone on job.



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Problem	Solution
Client not happy with the amount of work done	Give clear written quote for every job. Avoid hourly rates.

### 6.3 Multiple Complaints

If a Franchisee attracts 6 complaints or poor surveys, which are at least 6% of total leads, in a 6 month period, warning letters are triggered, each listing the complaints.

The first letter is simply a warning

The second sends a breach and cuts off work till the Franchisee attends customer service retraining

After this further complaints may lead to no more work and termination.

Franchisors are given one week's notice and may object to the letter. They may also arrange for letters to be sent even without the 6/6/6 trigger.

Franchisors may ask Compliance to send breach notices and warning letters at any time, even if complaints are not at the above levels. Breach notices in particular are highly effective at reducing complaints.

### 6.4 Meetings

Franchisors must offer a minimum of 8 meetings per calendar year to each franchisee. While meetings may be scheduled at any time throughout the year, at least 3 meetings must be held in each half of the calendar year.

Of the 8 required meetings, up to 5 may be conducted via Zoom or other video conferencing platform at the Franchisor's discretion. A minimum of 3 meetings must be conducted in person and held within 100 kilometres of the franchisee's residential address.

Each meeting must include a time for general discussion and at least 7 meetings per year must have a training component.

Franchisors must provide at least 30 days' notice to Franchisees, including an agenda. A summary of the meeting discussions and attendance list must be recorded and uploaded into FMS.

## 7. Advertising

### 7.1 Franchisor Advertising

Over the course of the financial year Franchisors must spend all marketing contributions on finding work for Franchisees.

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Franchisors may only spend advertising money on non-advertising expenses such as stickers or uniforms if all Franchisees benefit equally and if approved by a confidential referendum. Otherwise, money must be held in a dedicated account or refunded to Franchisees in proportion to their contribution. Sponsorships amounting to more than 5% of the advertising budget, in total, must be approved by 75% of Franchisees in a confidential referendum.

Spending of more than 5% of the total collected on sponsorship, must also be approved by confidential referendum, with any link between the Franchisor and the sponsored body fully disclosed (for example, if the sponsored body is a child's football team).

If a Franchisor fails to collect Monthly Advertising Fees from a Franchisee for 2 or more months, they must contribute the outstanding amount for that period into the Advertising Fund. The Franchisor may charge up to 5% of what is spent from Franchisee contributions (not including audit charges), and no more than 5% of what Franchisees contribute, for administration fees.

Franchisors in an area with common advertising media (such as a state or city) may pool all advertising funds, provided that a management arrangement is approved by Franchisors with at least 75% of the Franchisees in the area. Within this area, Franchisees will have the same priority for work in other Regions as their own.

Franchisors are permitted to manage websites/domains (at their own expense) and where approved by the Divisional Franchisor and National Franchisor but the ownership of the website/domain must be the National Franchisor. If a region is sold which includes a website/domain, the management of the website can be included in the goodwill of the sale but ownership will remain with the National Franchisor

## **7.2 Franchisee Advertising**

Franchisees may not advertise their mobile number with any reference to the Jim's brand, except when directly handling material to customers, or for advertising that cannot be seen by people outside territory. Thus, a letterbox leaflet would be okay but not one on vehicle or trailer or a billboard that could be seen by motorists driving through.

## **7.3 Google My Business**

Franchisors are required to list every Franchisee in their region with a Google My Business Page within 8 weeks of their commencement date. National office will complete this on behalf of the Franchisee for \$50 if the listing has not been completed by the Franchisor or, at the request of the Franchisor, National will do this immediately.

## **8. Pay for Work Guarantee (PFWG)**

PFWG can be an effective way to provide work for Franchisees. It may involve provision of "free" services, or specific marketing activities such as delivering leaflets or leaving cards with target clients. Such activities must be feasible, in the sense that most Franchisees would be capable of performing them and of finding prospective clients to accept them.

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Franchisees should be encouraged to claim PfWG. Claims must be paid cheerfully and promptly, and not refused on technicalities such as failure to formally report an income shortfall. They should only be refused when Franchisees are grossly in breach of their Franchise Agreements, such as not normally asking for work, refusing to provide services within the distance specified in the contract, or giving false client details or no phone numbers. Franchisors are advised to survey a random sample of clients before any PfWG payments are made.

PfWG payments are usually minor, but a prompt and cheerful payment buys significant goodwill. In some situations, it may be more cost effective to encourage the Franchisees to earn PfWG than to advertise for work as they typically pick up far more paid work than they receive in PfWG payments. Also, Franchisees who claim PfWG tend to become skilled at gaining work in the future and are less likely to run short at any time.

Franchisors also operating as a Franchisee are not permitted to set themselves to PfWG status to gain 2 for 1 leads.

## **9. Disputes**

### **9.1 Avoiding Disputes**

- Compromise where possible on minor matters but stand firm on key issues: fees, customer service, signage and uniforms
- Keep careful notes of all conversations and Emails
- Ask help from National or Divisional Franchisors if unable to settle
- Even if terminating a franchisee, allow them to sell if possible. With their written consent you may suspend their franchise for a short time to make this possible.
- If all else fails, offer the right to go independent without cost
- Do not chase for fees if a Franchisee fails. National will rebate its 15% commission for up to three months' fees if written off.
- If a Franchisee wishes to go independent, ask for the fee allowed in the contract but you are advised to pursue legally if they fail to pay.
- Exercise your right to buy the surrendering Franchisee's trailer if feasible (purchase price minus 20% p.a. depreciation). Otherwise, surrendering Franchisees must remove all traces of Jim's Group signage. National will pursue if necessary.

### **9.2 Cancelling Leads**

Franchisors may cancel leads only for very good reason, such as false address, wrong city, or wrong service. Client cancellation or inability to make contact are not valid reasons. Franchisors who cancel more than 2% of leads will have the right to cancel leads removed. Tell the Franchisee it is national office policy and out of their control,

Cancelling leads too easily reduces the incentive for service.

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### 9.3 Late Fees

It is a bad idea to let unpaid franchise fees mount. The higher the debt, the less likely it will be paid in the end and the more likely that there will be a dispute. Also, a Franchisee who does not pay is still costing you advertising, admin and national fees. Ironically, swift debt collection processes reduce the chance that the Franchisee will fail (it is easier to pay \$600 than \$6,000).

Once fees are late:

- Send an immediate SMS message, warning that they have lost their Compliance discount and must pay within 7 days.
- Phone them, find out the reason for non-payment - they may simply have forgotten. Give practical advice.
- If the Franchisee cannot pay the debt immediately, develop a business plan to help them overcome their financial difficulties, and agree on a payment plan with a weekly direct debit.
- If a payment plan is not agreed to, or if they fail to maintain it, issue a breach notice in accordance with the terms of their Franchise Agreement.
- Record all correspondence and discussions in FMS Notes.
- If the Franchisee fails to pay in accordance with the breach notice, immediate termination is advised.

If the Franchise Agreement is terminated and the Franchisee walks away, we do not recommend pursuing the Franchisee for the debt. It is expensive, creates a lot of bad feeling, and can cause them to counter-sue. Also, well selected Franchisees given good support very rarely fail, so you must accept some responsibility.

The best way to avoid late fees is to obtain a direct debit from the Franchisee on signup. This is a requirement in new Franchise Agreements, and Franchisees who fail to provide it should lose their compliance discount.

## 10. Suspension

Franchisors may suspend Franchisees, usually for reasons of illness or unavoidable absence when they are unable to work. No fees are payable but the Franchisee must maintain public risk insurance.

To suspend a Franchisee, send a written request to [documents@jims.net](mailto:documents@jims.net), including the Franchisee's own written request. Suspensions are for three months' only but may be extended with good reason.

## 11. Changing Regions

If a Franchisee wishes to change Regions, either the National or Divisional Franchisor will be informed and asked to mediate any concerns. But the Franchisee does not need permission from any party except the Franchisor of the Region they wish to move to.

However, a Franchisor may not approach the Franchisees of another Franchisor without permission from the other Franchisor, and may not offer an inducements such as reduced fees or free leads.

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## **12. Operation of a non-related business**

Business activity outside the franchise often results in loss of attention to the Franchisor's business, which negatively affects Franchisees.

The Regional Franchise Agreement states that Franchisors must devote their full time and attention to the regional franchise business (with the exception of acting as a Franchisee within the same Division, or operation of a self managed super fund) and must not operate, own or act as an employee, agent, director, officer or principal of any other business without prior written consent of the National Franchisor.

Such consent will only be given with the understanding that the other business activities must not interfere with the operation of the Franchisor's business and if the Franchisor:

- is 100% compliant with the Regional Franchise Agreement, this Manual and the Division Specific Manuals;
- has a minimum of 75% Franchisee satisfaction; and
- has had no reduction in Franchisee numbers for more than 3 months.

A Franchisor who subsequently fails in any of these areas will have the consent withdrawn immediately, and will be sent a Notice of Breach of the Regional Franchise Agreement requiring they cease involvement with the other business within 30 days.

## **13. Sale of Regional Franchise Businesses**

Where there is a sale of a regional franchise business, the vendor regional franchisor must include, in the sale of business agreement, a full list of commercial clients for which the Franchisor is the organiser. These commercial clients form part of the goodwill and intellectual property of the business and must be included in the sale.

## **14. Divisional Franchisors**

### **14.1 Obligations**

Divisional Franchisors have the following responsibilities to Franchisors:

- Contacting them at least monthly to assess their needs and provide advice on business improvement, keeping notes in FMS;
- Contacting Franchisors within 48 hours of receiving a breach notice (2 attempted contacts if you cannot get onto them) and notes to be recorded in FMS;
- Responding helpfully to phone calls and emails within 24 hours on business days;
- Providing a Division Specific Manual detailing the legal (i.e., regulatory and licence), OH&S, service and operational requirements of the Division;
- Providing a divisional conference at least once a year, at the Franchisors' cost, provided at least five Franchisors express an interest in attending;

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- Setting up and maintaining the Divisional website, making sure that all prospects and leads for work are referred to Franchisors and Franchisees (respectively) via FMS, using the forms approved by the Advisory Committee; and
  - Provide and update each year the Manuals for Operations, Training and Workplace Health and Safety (which includes a franchisee OH&S/WH&S checklist), to ensure they are current and compliant.

A Divisional Franchisor must also assist Franchisors with any matters relating specifically to their Division, including:

- Marketing – both for franchise enquiries and client leads;
- Franchisee Information Booklet templates;
- Division specific templates; and
- Advice on fees and other agreement details, although Franchisors have the right to set their own Franchise fees and Franchise sale prices.

## **14.2 Voting out Divisional Franchisors**

A majority of Franchisors may vote to remove a Divisional Franchisor by two referendums three months apart. Each Franchisor gets one vote per entity, regardless of the number of Regions owned. Thus if a Franchisor owned two Regions they would get one vote, but if they owned one Region in their own right and another in partnership they would get two votes. The same voting system applies to selecting representatives for the Advisory Committee and changes to the Franchisor Manual (below).

## **15. Franchisor Training**

15.1 Franchisors require 75 points per year at calendar year end (31 December) to be compliant (Training Points). The Training Points can be achieved as follows:

- (a) attendance at training, conferences or meetings organized by National or Divisional Franchisors: 25 points per day or 10 points per half day;
- (b) attendance at external training as approved by Divisional and National Franchisors: 25 points per day or 10 points per half day;
- (c) participating in a telephone conference with other Franchisors chaired by the Divisional: 5 points;
- (d) viewing an e-learning module: 5 points per module, to a maximum of 25 points; and
- (e) attending Franchisee training with a prospect: 5 points per day to a maximum of 25.

15.2 Franchisors may carry over a maximum of 25 points to the following calendar year.

15.3 If Franchisors fail to achieve the Training Points, they will be deemed non-compliant and will therefore lose their 25% discount on fees (as set out in their Agreements) for the following periods:

- (a) 1<sup>st</sup> Year: non-compliant for 1 month;

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- (b) 2<sup>nd</sup> Year: non-complaint for 3 months and will receive a Breach Notice (stating that the Franchisor must be compliant in the 3<sup>rd</sup> year or otherwise their Agreement will be terminated); and
  - (c) 3<sup>rd</sup> Year: their Agreement will be terminated.

15.4 By way of clarification, in the instance of:

- (a) husband/wife or joint owners/directors: only 1 set of points will be issued to the Franchisor profile on FMS. For example, if both directors/ owners attend the same meeting, only 1 set of points shall be allocated.
- (b) Cross Divisional, for example, a Franchisor owns two or more divisions):
  - (i) National Meetings/events will have 2 sets of points allocated in FMS (1 per division owned);
  - (ii) Divisional Meetings/events/conferences will have 1 set of points allocated to only that division.

## **16. Advisory Committee**

Franchisor opinion is formally represented by the Advisory Committee, at present made up of Franchisors and Divisional Franchisors nominated and then voted in as representatives from different states and countries. The Advisory Committee normally meets every three months, with remote access for those who cannot come in person. In practice, Advisory Committee decisions usually become group policy.

The Advisory Committee also directs spending of the National Branding Fund, collected as a National Branding Fee from Franchisees.

## **17. Billing Adjustments**

If a Franchisor requests billing adjustments after the end-of-month billing has finalised, a \$400 billing adjustment fee will be applied to cover the administrative costs incurred by the Finance and IT departments in manually processing the changes. If the billing adjustment is needed due to an error at the National Franchisor, the fee will not be charged.

## **18. Changing the Franchisor Manual**

Proposed changes to the Franchisor Manual must be approved by the Advisory Committee and are then put to referendum, with a majority of Franchisors able to veto any change. Franchisors have one vote per entity, even if holding multiple Regions.