



FRANCHISEE MANUAL

(PART 1)

NOVEMBER 2025

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Franchisee Manual Part 1

This Manual, plus the franchise agreement, covers all your obligations and rights as a Franchisee. Part 2, the former manual, contains valuable advice but is not legally binding.

Changes to the Manual

Any proposed changes to this Manual will be put to Franchisees by referendum, with Franchisees referred to a site on the Franchisees' forum where any changes may be discussed. If more than 20% and most of those who reply object to any provision within 30 days, that change will not be made (meaning that those who do not vote will be considered in favour). Otherwise, any new version of the Manual will become binding on all Franchisees.

Contact Jim

Jim's contact details are jim@jims.net, or 0413126766.

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. Franchisees must not give Jim's mobile phone number to anyone outside the Jim's franchise group.

YOUR RIGHTS AS A FRANCHISEE

Rights under Contract

Clients may not be removed from you without your consent, unless at the customer's request. If a previously serviced client contacts the Call Centre, they will be assigned to you without a further lead fee if you can be identified and if you are able to service them.

You have the right of first refusal to any lead in your Territory, and may take any work offered to you outside Territory. You may not door-knock the Territory of another Franchisee, or advertise your own number other than to people you meet or to letter boxes within your Territory.

You may employ as many workers or contractors as you wish, provided properly signed and in uniform, and have any necessary certifications. You are responsible for the quality of their service, and they must be terminated if your Franchisor or National Franchisor request this.

You may change to a different Franchisor, provided only that the other Franchisor accepts you and that you are fully compliant.

Your Franchisor will be removed if at least 51% of Franchisees request this in writing, confirming their request after three months. Individual votes will not be disclosed to the Franchisor. During this period the Franchisor will be given an opportunity to meet with Franchisees to try and meet their concerns. If the Franchisor fails the second vote they will be immediately removed from management and their business put on the market. Contact Jim on jim@jims.net for advice or to launch this process.

Sale of Clients and Split Sales

You may sell other Franchisees the right to service clients, at any price you wish and with no commission on the sale. You may not pass clients to non-Jim's contractors.

If clients are sold as part of a new Franchise you will receive 80% of the purchase price, minus deductions for clients that do not pass through successfully and other issues as per the franchise agreement. You may also elect to buy extra Territory from your Franchisor, rather than split your own Territory. Your Franchisor may not keep any other money from the sale unless advised in writing prior to the sale.

If you service a client sold to another Franchisee, unless with their consent or if the client complains of poor service by the buyer, you must refund the price paid for the client.

Franchisor's Obligations

Franchisors must respond helpfully to any phone call or request for advice, within 24 hours on business days. If on holidays or otherwise unavailable, some other suitable person should be made available. Franchisees must also respond to their Franchisor's phone call or email within 24 hours on business days.

Franchisors must initiate at least one 'pro-active contact' per week in the first two months, and at least one per month thereafter, and Franchisees must accept or return such calls within 24 hours. A brief monthly summary will be sent back to you as confirmation.

Your Franchisor will also send a monthly newsletter, sometimes jointly with other Franchisors.

Meetings

Franchisors must offer at least 8 meetings a year within 100km of each Franchisee's home. 5 meetings can be held via Zoom at the Franchisors direction, a minimum of 3 must be in person.

Each meeting must include a time for general discussion and at least 7 meetings per year must have a training component. 30 days' notice must be provided.

Franchisee Surveys

At least once a year, Jim's Group will ask your views, by electronic survey, on the service offered by your Franchisor. Your Franchisor will see their overall results but not your individual answers. You must respond to this survey.

Pay for Work Guarantee

Franchisees are expected to claim Pay for Work Guarantee if their income falls below the level defined in their franchise agreement. This can mean offering free services to businesses, to specified types of businesses, or simply calling on a business and exchanging business cards. Check your franchise agreement (the schedule) for details.

Most Divisions allow Franchisees to offer free services to anyone. Start by offering services to friends, neighbours and relatives, and Franchisees in other divisions.

All claims must contain the name, address and phone number of each client serviced or approached, and will be checked. See your franchise agreement for full conditions.

PFWG claims should be paid promptly and cheerfully. Contact Jim on jim@jims.net if any issues arise.

Suspension of Franchise Business

If temporarily unable to continue your business for reasons such as illness, you may apply to your Franchisor to have it suspended for a set period, normally no more than three months. The Franchisor may accept this request at their sole discretion. While suspended you must not operate the business. No fees are payable but public risk insurance cover is still required.

FRANCHISEE COMPLIANCE

Reports, Inspections and Business Reviews

Upon request, Franchisees must provide lists of clients serviced and make themselves available for inspection of equipment and business reviews. Franchisees will be regularly asked to provide 3 photos of their trailer and/or work vehicle showing side and rear views, with themselves in uniform

Franchisee Training Points

Franchisees must attend at least 50% of meetings and speak with their Franchisor within one week of each meeting.

Franchisees must 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 6 meetings would be compliant.

Jimbo App

Franchisees signing after 13 January 2013 must use the Jimbo App, once approved as suitable by the majority of Franchisors in their Division.

Fees, Lead Fees

It is your responsibility to check your fees, and let your Franchisor know of any issues immediately. Fees are payable by the 10th of each month. Franchisees should pay not only Franchisors but suppliers and other business-related expenses by the date payment is due.

Franchisees are only charged for a percentage of Client Leads, to allow for clients who were never likely to book. Client Leads will only normally be cancelled if the address or division is wrong. If clients cannot be serviced, they should be referred back to the Call Centre within 30 minutes. Only your Franchisor can cancel lead fees.

Business Names Registration

Only Jim's Group can register business names. To register or change one, email documents@jims.net.

Insurance

All Franchisees must hold and maintain Public Liability Insurance at all times.

All Australian Franchisees are required to obtain their Public Liability Insurance through Jim's Insurance (unless otherwise approved in writing by the National Franchisor) with a minimum coverage of \$10,000,000.

For more information, visit www.jimsinsurance.net.au or call 1300 546 000 during standard business hours (AEST).

All other franchisees are required to hold and maintain Public Liability Insurance with a minimum coverage of \$5,000,000.

Tax

Australian Franchisees must register for GST if their turnover is \$75,000 or more. It may still be worthwhile to register for GST even if you make less than this amount, in order to claim tax credits for expenses, including fees and your initial franchise fee. Franchisees who do not register for GST cannot claim tax credits for expenses or claim GST on an invoice.

All quotes must include GST if the Franchisee is registered. The invoice can show the price of the service and of GST separately, or a single price including GST.

Franchisees are required to declare and pay tax on all income, including cash income

Advertising

Your Franchisor must spend the advertising component of your fees on advertising, unless the majority of Franchisees in your Region agree in writing that it can be used for some other purpose (e.g. new stickers). No more than 5% may be taken out for administration.

Advertising funds will be audited, at the cost of the fund, unless 75% of Franchisees in the Region request this not happen, in a referendum organised by Jim's Group national office.

Franchisees may advertise their own number only in media directly handed out, such as a business card, or in leaflet drops in Territory. Any advertising that can be seen by people outside Territory, including public notice boards and road signs, must contain the national number only.

Franchisees may advertise their name and personal phone number anywhere, so long as there is no mention of the Jim's brand.

Franchisees may use their phone number to sell their business, but only in web sites or publications dealing specifically with businesses for sale.

Any use of the trade mark, apart from standard signage, stationery and uniforms, requires written permission from Jim's Group national office.

Social Media

Social media sites such as Facebook may mention a Jim's business, but the title of the page must not include any form of the Jim's brand, and the page must not appear in searches for any Jim's business name, the only exception for social media sites which are controlled by the Divisional Franchisor and only display national contact details.

The Trademark may not be used on the page, except that Franchisees may post pictures of themselves in uniform – as long as this is not a profile picture.

Franchisees may not promote, in social media and websites, businesses that compete with other Franchisees in the division, except for divisions where the Divisional Franchisor has approved this.

Franchisees, their relatives and friends are not permitted to post business cards on social media where their mobile number is advertised.

Signs, Uniforms and stationery

Franchisees quoting or doing jobs must have properly signed vehicles or trailers, wear full uniforms and use approved stationery. Franchisees must provide photos of signed vehicles on request (both sides and rear), with themselves in full uniform.

Computers

Franchisees must have access to a computer linked to the internet, and a Jim's email address. Computers should have virus protection, with regular backup of data.

Engaging Workers

Franchisees are responsible for the customer service of their employees, and must dismiss any who fail to give good service. We strongly recommend that employees are sent to the Franchisee induction training. Staff must be paid legally, with tax and superannuation contributions taken out as prescribed by law.

Police Checks

All Franchisee owners/directors and their employees/sub-contractors are required to provide a police check upon their commencement of the franchise or their employment and every 3 years thereafter within 30 days of the request for their police check.

If the franchisees owners, directors, employees or sub-contractors have lived outside of Australia or New Zealand in the past 12 months from the police check request, they must supply in addition to the Australian or New Zealand police check, provide an additional one for the country they resided in previously with 60 days of the request for their police check.

All police checks must be issued in the previous 12 months.

Bullying

Franchisees must provide a safe working environment that is free from bullying. Bullying can be verbal or written, through social media, by spreading rumours and making unjustified criticisms or complaints, and deliberately excluding someone from workplace activities.

But it does not include reasonable management action carried out in a reasonable manner.

Franchisees must also conduct itself with courtesy in its dealings with everyone.

Paying Staff

Franchisees are reminded that all staff should be paid in compliance with the Law. Failure to do so is a serious breach of the Franchise Agreement.

Brand Reputation

The Franchisee must not do, or omit to do, any act or thing prejudicial to the image, brand, or reputation of the National Franchisor, the Jim's franchise system or any part of the Jim's franchise system.

TAKING LEADS

Any leads from your Territory will be sent to you, provided you have marked yourself down on the system as being able to take them (which means being available to phone the client back within 2 hours). If not, the lead will be passed to another Franchisee.

Work Requirement Codes

A - All Areas	Any work in all suburbs or postcodes listed for the Franchisee
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 (defined as the person, not someone else living at the address)
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 telephone turned on at all times
H - Holiday	Holidays
S - Sick	Sick
Z - Zones	Zones

Codes last 10 days and should be entered in Jim's Online or through the Call Centre at least weekly.

Any Code apart from 'Local Areas' or 'All Areas' may be set 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' or 'All', though the Franchisor may not agree.

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.

Other Settings

Other options are available to give you exactly the leads you want.

- Previous clients outside normal areas
- Same day service (guaranteed)
- Time of day (when you will take leads and return phone calls)

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- Postdated leads (cannot respond today but will respond when next taking work)
 - Number of leads per day

Leads from Outside your Division

Some Client Leads may be serviced by a Franchisee in any Division, if their Franchisor judges them qualified. The charge is \$10.40 per lead as of October 2016, increased annually by CPI.

- 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.

You may also be able to take leads from other Divisions. Ask your Franchisor if any are available for your Division

Franchisees should not do termite inspections unless certified by the Termite and Pest Control division, or any other work for which they are not qualified.

Jims Online

Jim's Online is our on-line system for putting down for work. To access it, go to <http://www.jimsonline.net>, using your logon details provided at setup. A password will be sent to your email address on the system.

There are some restrictions. For example, Franchisees on the Pay for Work Guarantee cannot remove Services or reduce suburbs or change Territory. Regional Franchisors also need to approve new Services, to make sure you are capable and qualified to do the work.

Selecting Suburbs and Services

These will be set up with your Franchisor on starting. Take more suburbs in the beginning, especially if you wish to claim Pay for Work Guarantee, and shrink as you start to get busy.

Changing Work Requirements

You may change work requirements by phoning the Call Centre or through Jim's Online.

All Areas

Your complete suburb list is called 'All Areas'. This is standard for a new Franchisee without an established business.

Local Areas

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

Territory

Territory is where you have first right of refusal for 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 you lose 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 setting Territory as a 'default' work requirement, which sends leads in Territory even if not putting down for work every week.

Zones

Zones are for situations where you might only go to an area on certain days of the week, and are not often used. Ask your Franchisor's advice before setting one up. Part II of the Manual describes how to do this.

Different Services in different areas

Each service can be limited to a set group of suburbs. For example, a Franchisee might take (less valued) mowing leads in Territory only but (highly valued) landscaping leads in all areas. To make this work he would need to ask for 'all areas'. If he asked for Territory he would get nothing beyond Territory.

How leads are Allocated

The operator first checks which Division the lead belongs to and then:

- Gives first priority to anyone servicing the client in the past, if they want it.
- Then, Territory holder.
- Next, the Franchisee in the Region who has taken fewest leads in the past few days.
- If two have the same priority, then the Franchisee whose Territory is closest.
- Finally, Franchisees in other Regions (in the same priority order).

However, if customer service is poor then the Franchisee gets their own previous clients and priority rights, but may get lower priority after this. In some cases they may be restricted to Territory.

When Customers choose

From early 2017, customers who book on-line will see the top four candidates in the priority list, together with star ratings and any comments, and can make their own choice. If the Territory holder is available, this is all they will see.

Cancelling Lead Fees

Lead fees can only be cancelled by your Franchisor and for very good reason (e.g. wrong address or service). A client who is uncontactable or cancels is not a good reason. In some Divisions, up to 15% of lead fees are automatically wiped to allow for leads that cannot be converted. "\$" before the job indicates a lead fee.

Giving Back Leads

If you cannot do the job, give it back to the Call Centre ASAP. Acting quickly will prevent a complaint or poor survey.

Leads sent to two Divisions must NOT be quoted by one Franchisee

If a Franchisee is sent a lead for a service and is informed that a lead for another service has been sent to another division, the Franchisee must not quote or do the job sent to the other division. If they do, they will pay the other Franchisee the entire gross value of the job. For example, if a lead is sent to Building Inspections and Pest Control and the Building Inspections Franchisee quotes for both jobs, they will pay the Pest Control Franchisee the total quote value of the Pest Control job even if not performing it.

What Do We Tell Clients?

Clients often ask for information on pricing. Our Call 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

The only recognised gift vouchers are the Jim's Group Gift Vouchers distributed by the National Office.

Franchisees must accept gift vouchers as refusing hurts our reputation and customer goodwill.

When given a voucher, enter the number into Jim's Online (Options>Vouchers), scan the QR code, or phone the number through to the Call Centre. An email will confirm that it is valid, and the amount will be credited against your fees. If it is more than fees owing, email finance@jims.net with your code and bank details.

To order gift vouchers, email: giftvouchers@jims.net. Clients may call 131546.

CUSTOMER SERVICE

At minimum, meet the customer's expectations. Ideally, exceed them. Some principles:

- Contact clients within two hours, ideally within ten minutes. Faster call back means higher conversion.
- If they do not answer, send an SMS and (if possible) an email with your phone number. Clients often do not listen to voicemail.
- For appointments give a time scale e.g. 4-6 pm. not 5 pm or 'after 4pm'
- If running late, phone the client. SMS if you can't get through.
- Give a written quote on Jim's Group stationery for all jobs, especially those over \$50. Verbal quotes often cause disagreements, and in these cases we take the customer's view.
- In other uncertain cases, we also take the customer's view. For example, if you washed windows and did not notice scratches, you will be seen as responsible for making them.
- When quotes are not given to the customer direct, they should be followed up with a call (plus SMS if not getting through). For example, simply ask if they have any questions about the quote. If this is done, any complaints or poor surveys about failure to quote will be deleted.
- For end of lease service, the aim is not to satisfy the client but to get their bond back. If the landlord or agent is not happy, the job is not finished.
- Do whatever is feasible to satisfy the client.
- Be courteous, even if provoked.

If You Cannot Satisfy the Client

Your Franchisor will arrange an inspection and you will do, or pay for, whatever your Franchisor decides.

If your Franchisor believes the job is perfect, he or she will organise an independent inspection report and you will fix, or pay for the fixing of, any problem, plus pay for the report. If the report finds the job perfect, you will pay nothing (this has never happened).

Complaints

A complaint is a message sent by the Call Centre with the word 'Complaint' or 'Concern' in front of it. ('Concern' simply means that the Franchisee has not had a complaint in six months). Complaints will not be recorded if they are objectively wrong, such as a customer complaining about not getting a call within two hours, or about price. However, over-high quotes can result in bad ratings and survey comments which may reduce future leads.

Speak to your Franchisor within 24 hours of the complaint, to make sure all issues are settled and to get coaching to avoid future complaints. If your Franchisor believes you are in the right, he or she may rate the complaint 'not at fault'. Even in this case, the complaint stays on your record. As in all other matters, you must respond to your Franchisor within 24 hours on business days.

Only Jim can delete complaints and only if the complaint is objectively wrong, such as sent to the wrong person or if you can prove attempted contact by SMS/email, and also informed the Call Centre. In these cases, email jim@jims.net.

Do **NOT** complain to customers about complaints or poor surveys, as this will generate a second and more serious complaint. But you can and should contact the customer to fix their problems. Once the computer coding has been completed, customers for whom extra work was done and who are now satisfied, may be asked to change their rating.

Reducing Complaints

Do not take more work than you can comfortably handle. Reduce areas, go to local or Territory, and limit the number of leads to be taken in a day. Contact the Call Centre during the day if overloaded.

Customers usually believe they are right, and rarely intend to rip you off. Stay calm, and ask what they want done. Often this is surprisingly little.

Give detailed written quotes, which explain any limits to what you may achieve with the job,

Give clients written notice of when you will be back (they often get dates wrong).

Multiple Complaints

Franchisees with excessive complaints will get a warning letter. This is automatically triggered if they get at least 6 complaints within 6 months, amounting to at least 6% of leads received (letters may also be sent at 4 and 4%, subject to advice from the Regional Franchisor).

If complaints continue they will get a second letter with a breach notice, and a request to attend customer service retraining before any more work is provided.

Further complaints will result in termination.

More than 95% of Franchisees never receive such a letter. An occasional complaint is not a serious issue and will disappear from the record after 6 months. However, poor client ratings do not disappear and must be balanced by good ratings.

Star Ratings

Clients who complete surveys are asked to rate Franchisees on a scale of 1 to 5. These ratings are visible to the public, allowing them to choose one from up to the four Franchisees who are highest in the priority list. Bogus reviews will be eliminated and Franchisees will be able to ask clients for a better rating if they fix the problem. They will also be able to ask happy clients to give a rating.

When no Jim's Franchisees are available, independent contractors will be able to bid for the lead, funding the promotion of an independent-looking web site www.bizza.com, which will work very much like the Jim's site and give absolute priority to Franchisees.

The purposes of this system are:

- To create extra work for Jim's Franchisees, funded by our competition.
- To meet an increasing demand from the public for reliable ratings.
- To encourage better service by Franchisees.

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GETTING MORE WORK

Using Jim's Online

The easiest way to increase leads is to change work requirements.

- Put down for all areas every week,
- Check other suburbs you could cover, especially those where few Franchisees take leads.
- Check if there are other services you could do. If you don't know how to do the job, ask your Franchisor or other Franchisees or use the internet.
- Put down for same day service whenever work is quiet,
- Have yourself notified of unserved leads in the Region.
- Ask for work early morning to late at night, and weekends, even if not working. All you need do is phone the client.

Other Easy Methods

- Upsell to existing clients. "If there is any other work you want done, such as (make suggestions), let me know". Or simply talk to them about jobs you have done or will be doing.
- Ask for referrals. Hand out three business cards when finishing the job: "Here's a couple extra in case you know anyone who wants work done".
- Network with people you know: other parents in kids' school, sporting clubs, churches, etc.
- Drive a signed vehicle and wear uniform even when not working. Always carry business cards.
- Greet or smile at anyone you meet in the street.
- Contact previous clients by phone or email.
- Join a local Jim's network with Franchisees from other divisions.
- Above all, give excellent service.

Pay for Work Guarantee

- Make sure you are taking all available leads and let your Franchisor know you are running short.
- Start with people you know: friends, neighbours, local shops, members of your sporting club or other group, or Franchisees from other Divisions. Easier than strangers.
- Give your Franchisor names, addresses and phone numbers of clients getting freebies. You should be paid promptly and cheerfully
- Claiming PFWG is a sign of character and determination. Never be ashamed to claim.
- Contact Jim (jim@jims.net) with any concerns.

Check Conversion Rate

Most Franchisees convert about 75% of leads to jobs, depending on division. Some possible reasons your conversion rate may be lower:

- Not following up leads fast enough, missed appointments and other poor service.
- Uniform, signage or stationery poorly presented.
- Lack of confidence or poor approach.
- Failure to remind clients of Jim's advantages: insurance cover, police checks, warranties.
- Pricing a job much higher than the opposition. This may be the result of inefficient work practices that increase the time needed to do the job. Check what your fellow Franchisees are charging for similar jobs.

Ask your Franchisor for help and, if necessary, to go out with you to do some quotes.

Own Advertising

You may advertise the Jim's brand and your phone number only in Territory and where it cannot be seen by people from other Territories: letter box drops are allowed but not road signs, notice boards, etc.

You may advertise your personal name and phone number, without the Jim's brand, anywhere.

Door Knocking

Can be effective especially for businesses including real estate agents. Introduce yourself and leave a business card. If there is a 'no hawkers' sign, make a phone appointment.

IMPROVING INCOME

Always

Organise your day or week to reduce travel.

Use better machinery or improve work methods. Check with successful Franchisees how long it takes them to do set jobs.

Upsell (upsold jobs usually pay more and reduce travel).

Are you owed too much money? Divisions differ, but a week's income is usually a good maximum. If more, follow up outstanding debts and tighten your systems to collect money.

Reduce costs: use our suppliers' list and ask fellow Franchisees.

Keep good records, and if possible use a book-keeper.

Keep money aside for fees, tax, insurance, and emergencies.

Once Work is Plentiful

Raise prices by 10%.

Take only leads close to home, especially Territory.

Take only the most lucrative leads, especially outside Territory.

Take on a worker or workers.

For Divisions with regular clients, do a Split.

LEAVING JIM'S GROUP

Selling Your Franchise

A Franchisee wishing to sell their business must provide their Franchisor its price, profit and loss, equipment included, and a list of regular clients (if any).

Although many Franchises are sold through advertising by the Franchisor, Franchisees can and should advertise their own businesses for sale. Such advertising can include your phone number, so long as it is in publications or sites dedicated to business sales.

All prospects must be referred to the Franchisor for screening and explanation of the system, and the prospect is entitled to buy whichever business best suits their needs.

The purchase price (except for equipment) must be paid to Franchisor and will be held for fifteen days. After deducting any payments due, including fees, 50% of the purchase price will be paid to the vendor. The balance will be paid 45 days from the start date, minus money owed to the purchaser for clients that failed to transfer as per the Franchise agreement. A client who cannot be contacted to confirm regular service is not considered to have transferred.

Vendors should introduce purchasers to clients and provide all necessary information to aid the transfer.

Termination by Franchisor

Franchisees who are terminated may have their termination reversed if they subsequently comply, such as by paying overdue fees or insurance. This is at the sole discretion of the Franchisor.

Surrender

Franchisees may surrender their Franchise by written notice to their Franchisor. Such surrender will be immediately effective so long as the Franchisee ceases to identify themselves with Jim's Group in any way, hands back any stationery or uniforms, surrenders their phone number, and removes signs from vehicles or trailers to the extent that no trace remains, even elements of wording or outlines. Otherwise, ongoing fees will be payable.

Franchisees may continue to operate after termination or surrender, provided they pay the Restraint of Trade Penalty and do not continue to service clients referred to them by Jim's Group.