
**NATIONAL FRANCHISOR'S
DISCLOSURE DOCUMENT TO
FRANCHISEE OR
PROSPECTIVE FRANCHISEE**



1. First page

(a) DISCLOSURE DOCUMENT FOR FRANCHISEE OR PROSPECTIVE FRANCHISEE

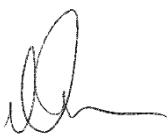
(b) the National Franchisor's:	
(i) name	Jim's Group Pty Ltd
(ii) business address	48 Edinburgh Road, Mooroolbark VIC 3138
phone number	(03) 9780 9998
(iii) ABN, ACN or ARBN (or foreign equivalent)	ABN 82 101 925 268 ACN 101 925 268
<p>(c)</p>  <p>National Franchisor Director: David James Penman</p>	<p>(d) Date of preparation: 31 October 2024</p>
<p>(e) This disclosure document contains some of the information you need in order to make an informed decision about whether to enter into a franchise agreement. It should be read together with the keys facts sheet and the information statement you have received. Refer to Appendix A – Information Statement at the end of this Disclosure Document.</p> <p>Entering into a franchise agreement is a serious undertaking. Franchising is a business and, like any business, the franchise (or National Franchisor) could fail during the franchise term. This could have consequences for the franchisee.</p> <p>A franchise agreement is legally binding on you if you sign it.</p> <p>You are entitled to a waiting period of 14 days (not 14 business days) before you enter into this agreement.</p> <p>If this is a new franchise agreement (not the transfer or renewal of a franchise agreement, nor the extension of the term or the scope of a franchise agreement), you will be entitled to a 14 day “cooling off” period after signing the agreement, during which you may terminate the agreement.</p> <p>If you decide to terminate the agreement during the cooling off period, the Franchisor must, within 14 days, return all payments (whether of money or of other valuable consideration) made by you to the Franchisor under the agreement. However, the Franchisor may deduct from this amount the Franchisor's reasonable expenses, if the expenses or their method of calculation have been set out in the agreement.</p> <p>Take your time, read all the documents carefully, talk to other franchisees and assess your own financial resources and capabilities to deal with the requirements of the franchise business.</p> <p>You should make your own enquires about the franchise and about the business of the franchise.</p> <p>You should get independent legal, accounting and business advice before signing the divisional franchise agreement.</p> <p>It is often prudent to prepare a business plan and projections for profit and cash flow.</p> <p>You should also consider educational courses, particularly if you have not operated a business before.</p> <p>If you request the franchisor to give you a disclosure document, any attachments to it, the key facts sheet, the proposed franchise agreement and the Franchising Code of Conduct in printed form, electronic form or both, the franchisor must comply with this your request.</p>	

Table of Contents

1. First page	2
2. National Franchisor details	4
3. Business experience.....	5
4. Litigation	6
5. Payments to agents	8
6. Existing franchises	8
7. Master franchises.....	8
8. Intellectual property	8
9. Franchise site or region.....	10
10. Supply of goods or services to a franchisee	11
11. Supply of goods or services by a franchisee	14
12. Supply of goods or services—online sales.....	15
13. Sites or territories	16
14. Other payments	16
15. Marketing or other cooperative funds	23
16. Financing	24
17. Unilateral variation of franchise agreement.....	25
18. Terms of agreement and arrangements to apply at the end of the franchise agreement.....	25
19. Amendment of franchise agreement on transfer of franchise	27
20. Earnings Information	27
21. Financial details	27
22. Updates	28
23. Receipt	29
Appendix B – Jim’s Group Division Record	35
Appendix C – Current Litigation Table.....	38
Appendix D – Intellectual Property Table	39
Appendix F - National Branding Fund Financial Report.....	45
Appendix G – Report of Factual Findings Regarding the National Branding Fund.....	54
Appendix H – Jim’s Group Warranty Fund Financial Report.....	55
Appendix I – Report of Factual Findings Regarding the Warranty Fund	62
Appendix J – Details of Unilateral Variations.....	64
Appendix K – Director Statement of the National Franchisor’s Solvency	65
Appendix L – Jim’s Group Pty Ltd Independent Auditor’s Report	66
Appendix M – Items that are not applicable in the disclosure statement.....	68

2. National Franchisor details

2.1 The National Franchisor's

(a) Name	Jim's Group Pty Ltd
(b) address of National Franchisor's registered office	48 Edinburgh Road, Mooroolbark VIC 3138
principal place of business in Australia	As above
(c) ABN, ACN or ARBN (or foreign equivalent if the National Franchisor is a foreign franchisor)	ABN 82 101 925 268 ACN 101 925 268

2.2 Name under which the National Franchisor carries on business in Australia relevant to the franchise.

Jim's Group Pty Ltd (National Franchisor)

2.3 A description of the kind of business operated under the franchise.

Jim's Group Pty Ltd is the National Franchisor for all Jim's Group consumer services. The National Franchisor works with the divisional franchisor and/or regional franchisor (collectively, known as the Franchisor) to manage and oversee the operation of Jim's Group consumer services provided by franchisees.

2.4 The number of years that the franchise or franchise system has operated in Australia.

The franchise system commenced operating and franchising Jim's Mowing in 1989 and began developing other franchise divisions from 1996.

2.5 The name, ABN, ACN or ARBN, address of registered office and principal place of business of each associate of the National Franchisor that is a body corporate (if any):

Name	Placitum Pty Ltd
ABN, ACN or ARBN	ACN 006 252 384
Address of registered office	48 Edinburgh Road, Mooroolbark VC 3138
Principal place of business	As above
Relationship to National Franchisor and its relevance to the franchise system and the divisional franchise ¹	Owner of the Jim's Group Intellectual Property which is licensed to the National Franchisor.
Name	Jim's Insurance Services Pty Ltd
ABN, ACN or ARBN	ABN 25 145 508 283 ACN 145 508 283
Address of registered office	48 Edinburgh Road, Mooroolbark VIC 3138
Principal place of business	As above
Relationship to National Franchisor and its relevance to the franchise system and the divisional franchise ²	Jim's Group Insurance Broker

¹ Per subitem 2.7(a) of Annexure 1 of the Code

² Per subitem 2.7(a) of Annexure 1 of the Code

Name	Bizza Pty Ltd
ABN, ACN or ARBN	628 991 515
Address of registered office	48 Edinburgh Road, Mooroolbark VIC 3138
Principal place of business	48 Edinburgh Road, Mooroolbark VIC 3138
Relationship to National Franchisor and its relevance to the franchise system and the regional franchise³	Un-serviced work generated by Jim's Group Pty Ltd is given to Bizza Pty Ltd for franchises and independents to service.

2.6 The name and address of each associate of the National Franchisor that is not a body corporate (if any), and if applicable, each associate's ABN or ARBN

Name	David James Penman
ABN or ARBN	None
Address of registered office	48 Edinburgh Road, Mooroolbark VIC 3138
Principal place of business	As above
Relationship to National Franchisor and its relevance to the franchise system and the divisional franchise⁴	Owner & sole director of Jim's Group Pty Ltd

2.7 A description of the relationship between:
 (a) each associate mentioned in item 2.5 and the National Franchisor
 (b) each associate mentioned in item 2.6 and the National Franchisor and the relevance of the relationship to the franchise system and the divisional franchise

See 2.5 and 2.6 above for the relationship between the associates and the National Franchisor.

2.8 For each officer of the National Franchisor--name, position held and qualifications (if any):

Name	David James Penman
Position held	Founder & Managing Director
Qualifications	PHD History

3. Business experience

³ Per subitem 2.7(a) of Annexure 1 of the Code

⁴ Per subitem 2.7(a) of Annexure 1 of the Code

3.1 A summary of the relevant business experience of each person mentioned in item 2.8 for the past 10 years, including length of experience in:

David James Penman	
(a) working in the franchise system; and	David James Penman graduated from La Trobe University with a PhD in history and established Jim's Mowing in Melbourne in 1982. He commenced franchising Jim's Mowing in 1989 and introduced the regional franchise system in 1990. He began developing other franchise divisions in 1996 and today concentrates on developing strategies for developing new markets and on ways to improve service to franchisees, regional franchisors, divisional franchisors and customers.
(b) working for the National Franchisor	David James Penman is the sole director and CEO of Jim's Group Pty Ltd.

3.2 A summary of relevant business experience of the National Franchisor for the past 10 years, including:

(a) length of experience in:	
(i) operating a business that is substantially the same as that of the franchise	The National Franchisor has no relevant business experience in operating a business that is substantially the same as that of the franchisee.
(ii) offering other franchises that are substantially the same as the franchise	The National Franchisor has experience in offering divisional franchises, regional franchises and developing franchise regionals and divisions, refer to Appendix B – Jim's Group of Division Record.
(b) whether the National Franchisor has offered franchises for other businesses	Yes
If yes to (b):	
(i) a description of each such business; and	Refer to Appendix B – Jim's Group Division Record.
(ii) for how long the National Franchisor offered franchises for each such business	Refer to Appendix B – Jim's Group Division Record.

4. Litigation

4.1 Details of

(a) current proceedings by a public agency, criminal or civil proceedings or arbitration, relevant to the franchise, against the National Franchisor, a National Franchisor director, an associate of the National Franchisor or a director of an associate of the National Franchisor, in Australia alleging:	
(i) breach of a franchise agreement	Yes
(ii) contravention of trade practices law	No
(iii) contravention of the Corporations Act 2001	No

(iv) unconscionable conduct	Yes
(v) misconduct	Yes
(vi) an offence of dishonesty	No
If yes for any of the above, provide details (where relevant) for each: ⁵	

(b) proceedings against the National Franchisor, a National Franchisor director, an associate of the National Franchisor or a director of an associate of the National Franchisor, has been:	
(i) section 12 of the <i>Independent Contractors Act 2006</i>	No
(ii) a law of a State or Territory that regulates workplace relations or independent contractors.	No
If yes for any of the above, provide the following details (where relevant) for each: ⁶	

4.2 Whether the National Franchisor, a National Franchisor director, an associate of the National Franchisor or a director of an associate of the National Franchisor, has been:

(a) in the last 10 years--convicted of a serious offence, or an equivalent offence outside Australia	No
(b) in the last 5 years--subject to final judgement in civil proceedings for a matter mentioned in paragraph 4.1(a)	No
(c) in the last 10 years--bankrupt, insolvent under administration or an externally--administered body corporate in Australia or elsewhere.	No
If yes for any of the above, provide the following details (where relevant) for each: ⁷	

4.3 For items 4.1 and 4.2 – the following details (where relevant):

- (a) the names of the parties to the proceedings;
- (b) the name of the court, tribunal or arbitrator;
- (c) the case number;
- (d) the general nature of the proceedings;
- (e) the current status of the proceedings;
- (f) the date and content of any undertaking or order under section 87B of the Competition and Consumer Act 2010;
- (g) the penalty or damages assessed or imposed;
- (h) the names of the persons who are bankrupt, insolvent under administration or externally administered;
- (i) the period of the bankruptcy, insolvency under administration or external administration.

Refer to Appendix C – Litigation Table for details of all current proceedings relevant to the franchise.
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⁵ Per subitem 4.3 of Annexure 1 of the Code

⁶ Per subitem 4.3 of Annexure 1 of the Code

⁷ Per subitem 4.3 of Annexure 1 of the Code

- 4.4 The percentage of franchisees in the franchise system that were a party to a mediation, conciliation or arbitration process that was conducted, or was pending, in the previous financial year (whether the disputes to which the mediation, conciliation or arbitration processes relate were initiated by the franchisor or one or more franchisees).

Less than 1%.

5. Payments to agents

- 5.1 For any agreement under which the National Franchisor must pay an amount, or give other valuable consideration, to a person who is not an officer, director or employee of the National Franchisor in connection with the introduction or recruitment of a franchisee– the name of the person.

No. There is no agreement under which the National Franchisor must pay an amount or give other valuable consideration, to a person who is not an officer, director or employee of the National Franchisor in connection with the introduction or recruitment of a franchisee.

6. Existing franchises

This information is provided by in the Regional Disclosure Document.

7. Master franchises

Not applicable. The National Franchisor is the master franchisor.

8. Intellectual property

- 8.1 For any trade mark used to identify, and for any patent, design or copyright that is material to, the franchise system (intellectual property):
(a) description of the intellectual property

means existing and future rights comprised in any patent, copyright, design, eligible circuit layout, trade mark or name including goodwill, reputation or similar rights whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets, confidential information and know how, throughout the world for the full period of the rights and all renewals and extensions including but not limited to:

- (a) all information, methods and knowhow which relates to the Franchise Business and Franchise System now existing or that may be subsequently designed, developed or owned by the National Franchisor whether in a tangible or intangible form;
- (b) rights in the Manuals;
- (c) rights in the Franchise System;
- (d) rights in the Franchise Image;
- (e) rights in all technical, marketing and other information;
- (f) the Trade Mark;
- (g) all Client, potential Client and customer data;
- (h) the Domain Name(s) and email addresses; and
- (i) Business Name(s).

The terms capitalised above are defined in the attached Franchise Agreement.

(b) details of the franchisee’s rights and obligations in connection with the use of the intellectual property:

	Franchisee’s rights	Franchisee’s obligations
Trade marks	The National Franchisor grants the franchisee a non-exclusive, non-transferrable right to copy, use and store the intellectual property while operating the franchise business. Refer to clause 3 of the franchise agreement for further details.	The franchisee will use the trade marks solely in respect of the conduct of the franchise business and as directed by the National Franchisor from time to time. Approval is required before the franchisee uses intellectual property for advertising. The franchisee must not modify or claim ownership of the trade marks. Refer to clause 3 of the franchise agreement for further details.
Patents	Not applicable	Not applicable
Designs	Not applicable	Not applicable
Copyright	Same right as trade marks above	Same rights as trade marks above

(c) whether the intellectual property is registered in Australia, and if so, the registration date, registration number and place of registration:

Refer to Appendix D – Intellectual Property and item 22 of the schedule to the franchise agreement.

(d) any judgement or pending proceedings that could significantly affect ownership or use of the intellectual property:

No.

(e) if the intellectual property is not owned by the National Franchisor--who owns it; and

The owner of the trade marks is Placitum Pty Ltd and the National Franchisor owns all other intellectual property.

(f) details of any agreement that significantly affects the National Franchisor’s rights to use, or to give others the right to use, the intellectual property, including:

(i) parties to the agreement	(ii) nature and extent of any limitation	(iii) duration of the agreement	(iv) conditions under which the agreement may be terminated

Licence deed between Placitum Pty Ltd and the National Franchisor	No limitations on National Franchisor's right to use or sub-licence the trade marks.	Indefinite license deed.	Placitum Pty Ltd may terminate the licence deed immediately by giving the National Franchisor written notice if it breaches the Licence deed or becomes insolvent. Either party may terminate the licence deed by giving the other at least 3 months written notice.
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8.2 The National Franchisor is taken to comply with item 8.1 for any information that is confidential if the National Franchisor gives:

- (a) a general description of the subject matter; and
- (b) a summary of conditions for use by the franchisee

See clause 8.1 above.

9. Franchise site or region

9.1 Whether the franchise is:

(a) for an exclusive or non-exclusive region	Non-Exclusive However, the franchisee has the first right of refusal to customer leads in the territory. Refer to clause 5 and item 3 to the schedule of the franchise agreement.
(b) limited to a particular site	No

9.2 For the territory of the franchise:

(a) whether other franchisees may own or operate a business that is substantially the same as the franchised business	Yes. Other franchisees in the division operating a franchise business are restricted from receiving customer leads in the franchisee's territory in accordance with clause 5 of the franchise agreement.
(b) whether the National Franchisor or an associate of the National Franchisor may own or operate a business that is substantially the same as the franchised business	Yes.
(c) whether the National Franchisor or an associate of the National Franchisor may establish other franchises that are substantially the same as the franchise	Yes.
(d) whether the franchisee may own or operate a business that is substantially the same as the franchised business outside the territory of the franchise	No.

(e) whether the National Franchisor may change the territory of the franchise and if so, the circumstances in which such a change may occur	No. The National Franchisor may not change the territory without the franchisee's consent.
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10. Supply of goods or services to a franchisee

10.1 For the National Franchisor's requirements for supply of goods or services to a franchisee--details of:

(a) any requirement for the franchisee to maintain a level of inventory or acquire an amount of goods or services	Yes	Insurance – refer to clause 7.49-7.52 and item 14 of the schedule to the franchise agreement. Training – refer to clause 4.7 – 4.9 and item 20 of the schedule to the franchise agreement.
(b) restrictions on acquisition of goods or services by the franchisee from other sources	Yes	Insurance - All franchisees must obtain insurance cover from Jim's Insurance Services Pty Ltd. With the exception of: <ul style="list-style-type: none"> • Building Inspections • Bookkeeping • Construction • Driving School • Hazardous Material Removals • Jumping Castles & Party Hire
	Yes	Training - The Franchisee is required to attend and complete franchisee training prior to commencement (refer to clause 4.7 – 4.9 and item 20 of the schedule to the franchise agreement).
(c) ownership by the National Franchisor or an associate of the National Franchisor of an interest in any supplier from which the franchisee may be required to acquire goods or services	Yes	Jim's Insurance Services Pty Ltd is an associate of the National Franchisor.
(d) the obligation of the franchisee to accept goods or services from the National Franchisor, or from an associate of the National Franchisor	Yes	Public liability insurance – refer to item 14 of the schedule in the franchise agreement. Franchisee training - refer to clause 4.7 – 4.9 and item 20 of the schedule to the franchise agreement.
(e) the National Franchisor's obligation to supply goods or services to the franchisee	Yes	The National Franchisor must provide franchisee training.

<p>(f) whether the franchisee will be offered the right to be supplied with the whole range of the goods or services of the franchise</p>	<p>No</p>	<p>The National Franchisor offers some of the goods and services (public liability insurance and loans) but other stock and inventory required to operate the franchise business may need to be purchased independently.</p>
<p>(g) conditions under which the franchisee can return goods, and to whom</p>	<p>Yes</p>	<p>In accordance with Australian Consumer Laws.</p>
<p>(h) conditions under which the franchisee can obtain a refund for services provided by the National Franchisor, and from whom</p>	<p>Yes</p>	<p>The franchisee may only obtain a refund or credit for the services provided by the National Franchisor if:</p> <ul style="list-style-type: none"> • it is invoiced incorrectly; and/or • makes a written request for a refund with a full explanation of the error and the National Franchisor in its sole discretion agrees to the refund or provide a credit for the services. • In accordance with the Franchising Code of Conduct. • In accordance with Australian Consumer Laws.
<p>(i) whether the National Franchisor may change the range of goods or services, and if so, to what extent</p>	<p>Yes</p>	<p>Yes, more services may be offered by the National Franchisor as and when required.</p>
<p>(j) whether the franchisor, a master franchisor (if different from the franchisor), or an associate of the franchisor or master franchisor, will receive a rebate or other financial benefit from a supplier of goods or services to the franchisee; and</p>	<p>Yes</p>	<ol style="list-style-type: none"> 1. Jim's Insurance Ltd. 2. Team Financial Solutions Pty Ltd. 3. AQ Finance Pty Ltd. 4. Xero Australia Pty Ltd. 5. Optus Mobile Pty Ltd. 6. MYOB Australia Pty Ltd.
<p>(k) if the franchisor, master franchisor or associate will receive a rebate or other financial benefit described in paragraph (j) from one or more suppliers:</p>		
<p>(i) the nature of the rebate or other financial benefit received from each supplier; and</p>	<ol style="list-style-type: none"> 1. Jim's Insurance use the following underwriters from who they receive a commission of between 15% to 20%: <ul style="list-style-type: none"> • Hollard • Point Underwriting • Winsure Underwriting • Zurich • Allianz • High Street Underwriting • Prorisk Underwriting 2. Franchisees who secure a loan through Team Financial Solutions Pty Ltd provides the National Franchisor with a rebate. 	

	<p>3. Franchisees who secure a loan through AQ Finance Pty Ltd provides the National Franchisor with a rebate.</p> <p>4. Franchisees who opt to use Xero Australia Pty Limited provides the National Franchisor with a rebate.</p> <p>5. Franchisees or active or renewal a service with Optus Mobile Pty Ltd provides the National Franchisor with a referral fee and Franchisees receive discounted rates.</p> <p>6. Franchisees who signup to use MYOB Australia Pty Ltd receive \$100.</p>
(ii) the name of each business providing the rebate or other financial benefit; and	Refer to 10.1(j) above.
(iii) the total amount of rebates or other financial benefits received in the previous financial year from each supplier, expressed as a single aggregate percentage of total group purchases from that supplier (not including any purchases made by units of the franchised business operated by the franchisor, master franchisor or associate); and	<p>1. Jim's Insurance 28%</p> <p>2. Team Financial Solutions Pty Ltd – Not applicable as franchisees are not required to secure a loan through this supplier.</p> <p>3. AQ Finance Pty Ltd - Not applicable as franchisees are not required to secure a loan through this supplier.</p> <p>4. Xero Australia Pty Ltd - Not applicable as franchisees are not required to use and offer services through this supplier.</p> <p>5. with Optus Mobile Pty Ltd - Not applicable as franchisees are not required to use and offer services through this supplier.</p> <p>6. MYOB Australia Pty Ltd - Not applicable as franchisees are not required to use and offer services through this supplier.</p>
(l) whether a rebate or other financial benefit described in paragraph (j) is shared, directly or indirectly, with the franchisee; and	<p>1. Rebates and financial benefits received from Jim's Insurance is not shared with franchisees.</p> <p>2. Rebates and financial benefits received from Team Financial Solutions Pty Ltd is not shared with franchisees.</p> <p>3. Rebates and financial benefits received from AQ Finance Pty Ltd is not shared with franchisees.</p> <p>4. Rebates and financial benefits received from Xero Australia Pty Ltd is not shared with franchisees.</p> <p>5. Referral Fees received from Optus Mobile Pty Ltd are not shared with franchises, however franchisees receive a discounted rate depending on which plan they opt for.</p> <p>6. Rebates and financial benefits received from MOYB Australia Pty Ltd are shared directly with franchisees.</p>

(m) if a rebate or other financial benefit described in paragraph (j) is shared directly or indirectly with the franchisee:	
(i) the method for working out how much of the rebate or other financial benefit is retained by the franchisor, master franchisor or associate, and how much is shared, directly or indirectly, with the franchisee, described by reference to a percentage of the rebate or other financial benefit, or another method for working out how much is retained, and how much is shared with the franchisee; and	<ol style="list-style-type: none"> 1. 100% of the referral fees received from Optus Mobile Pty Ltd are retained by the National Franchisor and franchisees receive a discount of 20% - 34% on their plan charge. 2. \$100 of the signup fee received from MOYB Australia Pty Ltd refunded to the franchisee (100% of the financial benefit).
(ii) a description of each direct and indirect benefit received by the franchisee.	See (i) above.

Note: Before a requirement is made under paragraph (b) or (c), the National Franchisor may notify, or seek authorisation from, the Australian Competition and Consumer Commission (see Part VII of the Act).

10.2 For the purposes of paragraphs 10.1(j) to (m), a rebate or other financial benefit does not include:

- (a) the price paid by the franchisee, or a part of that price, for the supply of goods or services by the franchisor, master franchisor or associate; or**
- (b) any incentive or other financial benefit that the franchisor, master franchisor or associate is entitled to receive in connection with a lease of premises or the franchisee's right to occupy premises.**

10.3 The franchisor is not required to disclose the details referred to in subparagraph 10.1(k)(iii) in relation to a supplier if:

- (a) the franchisee is permitted to acquire goods or services from sources other than the franchisor without the franchisor's approval; or**
- (b) the whole of the rebate or other financial benefit that will be received by the franchisor, master franchisor or associate from that supplier is to be returned to the franchisee directly as a payment into a cooperative fund controlled or administered by or for the franchisor.**

11. Supply of goods or services by a franchisee

11.1 For the National Franchisor's requirements for supply of goods or services by a franchisee--details of:

(a) restrictions on the goods or services that the franchisee may supply	Yes. Not perform any work for which it is not licensed, or insured, nor the excluded services as listed in item or any services for which it has not done the training specified by the National Franchisor
(b) restrictions on the persons to whom the franchisees may supply goods or services	Yes. The franchisee must not canvass the territory of another franchisee for work, or try to source work from the customers of another franchisee, unless with their permission
(c) whether the franchisee must supply the whole range of the goods or services of the franchise	No

Note: Before a requirement is made under paragraph (a) or (b), the National Franchisor may notify, or seek authorisation from, the Australian Competition and Consumer Commission (see Part VII of the Act)

12. Supply of goods or services—online sales

12.1 Details of whether the franchisee may make available online:

(a) goods of the same type or brand	No	Online advertising is conducted by Franchisors to ensure uniformity
(b) services of the same type	No	Online advertising is conducted by Franchisors to ensure uniformity

12.2 If goods or services may be made available online by the franchisee, the following information:

(a) whether the franchise agreement restricts, or places conditions on, the franchisee's ability to make those goods and services available online	Not applicable
(b) whether goods or services may be made available via a third party website, and if so, specified restrictions or conditions by the National Franchisor on the franchisee's use of a third party website	Not applicable
(c) the extent to which those goods or services may be supplied outside the territory of the franchise	Not applicable.

12.3 Details of whether:

(a) The National Franchisor or an associate of the National Franchisor makes, or expects to make, goods or services available online	Yes
(b) other franchisees makes or expects to make, goods or services available online	Yes, if approved by the National Franchisor. Other franchisees are limited to their respective territories.

12.4 If goods or services are made, or are expected to be made, available online by the National Franchisor, an associate of the National Franchisor or other franchisees, the following information:

(a) the extent to which those goods or services may be supplied in the region of the franchise	The National Franchisor may make services and franchises available online. However any enquiries will be directed to the relevant party within the division.
(b) in the case of goods or services made available via a third party website-the domain name or URL of the third party website	Refer to Appendix E – Table of Domain Names

12.5 Details of any profit sharing arrangements that apply in relation to goods or services made available online and would affect the franchisee, and whether these arrangements may be unilaterally changed by the National Franchisor.

There are no profit sharing arrangements that apply in relation to goods or services made available online.

13. Sites or territories

13.1 The policy of the National Franchisor, or an associate of the National Franchisor, for selection of as many of the following as are relevant:

(a) the site to be occupied by the franchised business;	Not applicable
(b) the territory in which the franchised business is to operate	The National Franchisor does not make this decision. The territory is determined by the Regional Franchisor's policy. Refer items 3 of the schedule to the franchise agreement.

13.2 Details of whether the territory or site to be franchised has, in the previous 10 years, been subject to a franchised business operated by a franchisee granted by the National Franchisor and, if so, details of the franchised business, including the circumstances in which the previous franchisee ceased to operate.

13.3 Details of whether the franchisor, or an associate of the franchisor, has an interest in a lease that will be used for the operation of the franchised business, including an interest as a landlord or head lessee, or another interest disclosed under clause 13 of this code.

Not applicable

13.4 The details mentioned in item 13.2 must be provided:

- (a) in a separate document; and
- (b) with the disclosure document.

This information will vary depending upon the type of franchise business. For 13.2 & 13.3 above, refer to the document "Details of Territory or Site to be franchised" in the attached regional franchisor's disclosure document.

14. Other payments

Prepayments

14.1 Does the National Franchisor require a payment before the franchise agreement is entered into?

Yes	
If yes, provide the following details:	
why the money is required	The National Franchisor requires a payment at least 14 days after the Franchise Agreement has been provided to the franchisee in accordance with 9(1) of the Code and before the Franchise Agreement is entered into for costs associated with initial training and preparing the franchise agreement and accompanying document suite (the Prepayment).

how the money is to be applied	The Prepayment is to be used for: <ul style="list-style-type: none"> - Booking the franchisee into the Initial Training Course in accordance with item 20 the schedule to the franchise agreement; and - The costs associated with the preparation and drafting of the franchise agreement and accompanying document suite.
who will hold the money	The prepayment will be held by the National Franchisor or Franchisor until such time as the Franchisor is required to make payment of the items set out in above or when the payment becomes non-refundable.

14.2 The conditions under which a payment will be refunded

The Prepayment is fully refundable if the request for a refund is made by the franchisee within a 14-day period from when the franchisee is provided with the franchise agreement and accompanying document suite, after this date the Prepayment will become fully non-refundable.

Establishment costs

14.3 Details of the range of costs to start operating the franchised business, based on current practice, for the following matters:

14.4(a) description of the payment	14.4(b) the amount of the payment or the formula used to work out the payment (if the amount of the payment cannot easily be worked out-the upper and lower limits of the amount) ⁸	14.4(c) to whom the payment is made	14.4(d) when the payment is due	14.4(e) whether the payment is refundable and, if so, under what conditions.
(a) real property, including property type, location and building size				
The National Franchisor is not aware of any costs associated with real property, including property type, location and building size.				
(b) equipment, fixture other fixed assets, construction, remodelling, leasehold improvements and decorating costs				
Mobile Phone Plan	Depending on the Mobile phone plan chosen by the franchisee	Jim's mobile phone or relevant telecommunications agent or supplier	Upon invoice or direct debt arrangement with the relevant telecommunications agreement or supplier	Not refundable
(c) inventory required to begin operation				
Start-up Package (if applicable)	Refer to item (d) of the schedule to the franchise agreement.	Regional Franchisor	Upon invoice	Not refundable
Mobile Phone	Depending on the Mobile Phone supplier chosen by the franchisee	relevant telecommunications agent or supplier	Upon invoice or direct debt arrangement with the relevant	Refer to relevant telecommunications

⁸ Per subitem 14.5 of Annexure 1 of the Code

			telecommunications agreement or supplier	agreement or suppliers' terms and conditions.
Vehicle and Trailer	Depending on the vehicle and trailer supplier chosen by the franchisee	vehicle and trailer supplier	Upon invoice or direct debt arrangement with the relevant vehicle and trailer supplier	Refer to relevant vehicle and trailer supplier terms and conditions.
Tools and Equipment	Up to \$20,000.00 depending on tools and equipment required to operate the franchise business	Supplier	Upon invoice	Refer to suppliers terms and conditions
Stationary and uniforms	Up to \$5,000.00 depending on tools and equipment required to operate the franchise business	Supplier	Upon invoice	Refer to suppliers terms and conditions
(d) security deposits, utility deposits, business licences, insurance and other prepaid expenses				
ASIC Business Name Registration Fee	\$105.00 ASIC fee for 3 years registration of business name (subject to change by ASIC).	National Franchisor via the Regional Franchisor	Upon invoice	Not refundable
Licences and permits	Up to \$5,000 depending on licence and permits required to operate the franchise business	Supplier	Upon invoice	Refer to suppliers terms and conditions
Police Check Fee	\$30.00 - \$200.00 depending on the supplier or agency chosen to conduct the police check	Agency the provides police checks	As directed by the supplier or agency	Not refundable
Public Liability Insurance	Between \$295 and \$2,500 plus \$113 for each employee in excess of two years per annum.	Jim's Insurance Pty Ltd or third party (when division has exemption from holding public liability insurance through Jim's Insurance Pty Ltd)	Prior to the commencement of the franchise business and annually thereafter.	Pro-rata premium is payable from the date of the request of cancellation
Professional Indemnity Insurance (if required)	Up to \$5,000.00 per annum.	Franchisee can choose their preferred insurance provider.	Refer to insurance providers payment option.	Refer to insurance providers terms and conditions.
Other insurance (if applicable) such as vehicle insurance, tools insurance, income protection at the franchisee's discretion.	Up to \$15,000.00 per annum depending on cover chosen by franchisee.	Franchisee can choose their preferred insurance providers if they chose to have additional insurance cover.	Refer to insurance providers payment option.	Refer to insurance providers terms and conditions.
(e) additional funds, including working capital, required by the franchisee before operations begin				
The National Franchisor is not aware of any costs associated with additional funds, including working capital, required by the franchisee before operations begin.				
(f) other payments by a franchisee to begin operations				
Initial Training Fee	Refer to clause 4.7-4.9 and item 20 of the schedule to the franchise agreement	National Franchisor via the Regional Franchisor	Prior to commencement of the Initial Training course	Not refundable

Initial Franchise Fee	Refer to item 7(a) of the schedule to the franchise agreement.	Regional Franchisor	Upon execution of the franchise agreement	Not refundable unless cooling off rights are exercised in accordance with clause 12.1 – 12.4 of the franchise agreement
Documentation Fee	Refer to item 7(c) of the schedule to the franchise agreement.	National Franchisor via the Regional Franchisor.	Upon invoice	Non-refundable once documents have been held by the franchisee for 14 days.
Initial Warranty Fund Fee	Refer to item 7(b) of the schedule to the franchise agreement	National Franchisor via Regional Franchisor	The 10 th of the month following the invoice	Not refundable
Business name processing fee	\$70.00	National Franchisor via the Regional Franchisor	Upon invoice	Not refundable

Refer to 14.3 in the Regional Franchisor's disclosure document for further details of the range of costs to start operating the franchised business, based on current practice, for the above.

All costs mentioned under 14.3 are subject to annual CPI increases.

Other payments

14.6 For each recurring or isolated payment payable by the franchisee to the National Franchisor or an associate of the National Franchisor or to be collected by the National Franchisor or an associate of the National Franchisor for another person:

(a) description of the payment	(b) amount of the payment or formula used to work out the payment (if the amount of the payment cannot easily be worked out-the upper and lower limits of the amount) ⁹	(c) to whom the payment is made	(d) when the payment is due	(e) whether the payment is refundable and, if so, under what conditions
National Branding Fee	Refer to item 11 of the schedule to the franchise agreement	National Franchisor via Regional Franchisor	The 10 th of the month following the invoice	Not refundable
Technology Fee	Refer to item 27 of the schedule to the franchise agreement (this includes access to 1 email address and 1 user per program).	National Franchisor and/or Divisional Franchisor via Regional Franchisor	The 10 th of the month following the invoice	Not refundable
Additional Technology Fee/s	Between \$18.22 - \$53.73 per each additional email address (depending on the email subscription).	National Franchisor and/or Divisional Franchisor via Regional Franchisor	The 10 th of the month following the invoice	Not refundable
Call Transfer Fee	Refer to item 28 of the schedule to the franchise agreement	National Franchisor via Regional Franchisor	The 10 th of the month following the invoice	Not refundable
Monthly Warranty Fee	Refer to item 17 of the schedule to the franchise agreement	National Franchisor via Regional Franchisor	The 10 th of the month following the invoice	Not refundable

⁹ Per subitem 14.8 of Annexure 1 of the Code

Trailer Rental Fee (if applicable)	Monthly Trailer Rental Fee	Refer to the Trailer Rental Agreement.	Refer to the Trailer Rental Agreement.	Refer to the Trailer Rental Agreement.
Trailer Supply Charge (if applicable)	Weekly Trailer Hirer Charges	Refer to Trailer Supply Agreement.	Refer to Trailer Supply Agreement.	Refer to Trailer Supply Agreement.
Public Liability Insurance	Between \$295.00 and \$1,900.00 (incl. GST) plus \$113.00 (incl. GST) for each employee in excess of two years per annum	Jim's Insurance Pty Ltd	Either: in full as a lump sum; or direct debit of monthly instalments.	Pro-rata premium is payable from the date of the request of cancellation.
Professional Indemnity Insurance (if required)	Up to \$5,000.00 per annum.	Franchisee can choose their preferred insurance provider.	Refer to insurance providers payment option.	Refer to insurance providers terms and conditions.
Other insurance (if applicable) such as vehicle insurance, tools insurance, income protection at the franchisee's discretion.	Up to \$15,000.00 per annum depending on cover chosen by franchisee.	Franchisee can choose their preferred insurance providers if they chose to have additional insurance cover.	Refer to insurance providers payment option.	Refer to insurance providers terms and conditions.
Credit card surcharge on direct debits (Visa or Mastercard credit cards)	An amount equal to the costs to the National Franchisor for accepting direct debit payments from the franchisee by Visa or Mastercard credit cards - presently 1.1% on top of funds debited by Visa or Mastercard credit cards Applies if the franchisee requests the direct debit to be by Visa or Mastercard credit cards	National Franchisor	Upon each direct debit	Not refundable
Credit card surcharge on direct debits (American express credit cards)	3% on top of funds debited by American Express credit cards Applies if the franchisee requests the direct debit to be by American Express credit cards	National Franchisor	Upon each direct debit	Non refundable
ASIC Business Name Registration Fee	\$105.00 ASIC fee for 3 years registration of business name (subject to change by ASIC).	National Franchisor via the Regional Franchisor	Upon invoice	Not refundable
Business name processing fee	\$70.00	National Franchisor via the Regional Franchisor	Upon invoice	Not refundable
Restraint of Trade Exemption	Refer to clause 7.2 – 7.5 of the franchise agreement.	Regional Franchisor or National Franchisor	Upon invoice	Not refundable
Franchisee Re-training course	Up to \$250 refer to clause 7.11 of the franchise agreement.	National Franchisor	Upon invoice	Not refundable

Refer to 14.6 in the Regional Franchisor's disclosure document for further details of the range of recurring or isolated payment payable by the franchisee to the Regional Franchisor or an associate of the Regional Franchisor or to be collected by the Regional Franchisor or an associate of the Regional Franchisor for another person.

All costs mentioned under 14.6 are subject to annual CPI increases.

14.7 For each recurring or isolated payment, that is within the knowledge or control of the National Franchisor or is reasonably foreseeable by the National Franchisor, that is payable by the franchisee to a person other than the National Franchisor or an associate of the National Franchisor:

(a) description of the payment	(b) amount of the payment or formula used to work out the payment (if the amount of the payment cannot easily be worked out-the upper and lower limits of the amount) ¹⁰	(c) to whom the payment is made	(d) when the payment is due	(e) whether the payment is refundable and, if so, under what conditions
Monthly Base Fee	Refer to item 8 of the schedule to the franchise agreement	Regional Franchisor	The 10 th of the month following the invoice	Not refundable
Monthly Advertising Fee	Refer to item 9 of the schedule to the franchise agreement	Regional Franchisor or Divisional Franchisor via the Regional Franchisor	The 10 th of the month following the invoice	Not refundable
Lead Fee	Refer to item 10 of the schedule to the franchise agreement	Regional Franchisor	The 10 th of the month following the invoice	Not refundable
Technology Fee	Refer to item 27 of the schedule to the franchise agreement	Divisional Franchisor via Regional Franchisor	The 10 th of the month following the invoice	Not refundable
Technology Fee	Refer to item 27 of the schedule to the franchise agreement (this includes access to 1 email address and 1 user per program).	National Franchisor and/or Divisional Franchisor via Regional Franchisor	The 10 th of the month following the invoice	Not refundable
Restraint of Trade Exemption	Refer to clause 7.2 – 7.5 of the franchise agreement.	Regional Franchisor or National Franchisor	Upon invoice	Not refundable
Trailer Rental Fee (if applicable)	Monthly Trailer Rental Fee	Refer to the Trailer Rental Agreement.	Refer to the Trailer Rental Agreement.	Refer to the Trailer Rental Agreement.
Conference Contribution (if applicable)	Refer to item 8 of the schedule to the franchise agreement	Regional Franchisor or Divisional Franchisor via the Regional Franchisor	The 10 th of the month following the invoice	Not refundable, unless the majority of the franchisees who contribute to the fund vote to have it refunded.
Stamp Duty on franchise agreement	As stipulated by the relevant authority	Relevant Stamp Duty office	As advised by the relevant authority	Not refundable
Tools and Equipment maintenance and ongoing purchases	Up to \$20,000.00 depending on tools and equipment required to operate the franchise business	Supplier	Upon invoice	Refer to suppliers terms and conditions
Stationery and uniforms maintenance and ongoing purchases	Up to \$5,000.00 depending on tools and equipment required to operate the franchise business	Supplier	Upon invoice	Refer to suppliers terms and conditions
Licences and permits	Up to \$5,000 depending on licence and permits required to operate the franchise business	Supplier	Upon invoice	Refer to suppliers terms and conditions

¹⁰ Per subitem 14.8 of Annexure 1 of the Code

Resale/Split sale commission	Refer to clause 8.7(a)(iii) of the Franchise Agreement.	Regional Franchisor	Upon invoice	Refer to clause 8.7(a)(iii) of the Franchise Agreement.
Trailer/Vehicle Fee (when not sold with a resale)	Refer to clause 8.7(a)(iv) of the Franchise Agreement.	Regional Franchisor	Upon invoice	Refer to clause 8.7(a)(iv) of the Franchise Agreement.
Resale/Split Sale Client withholding (where regular clients is less than 90% of the total client value)	Refer to clause 8.8 of the Franchise Agreement.	Regional Franchisor	Upon invoice	Refer to clause 8.7(iv) of the Franchise Agreement.
Resale/Split Sale Client withholding (where too few regular clients make a successful transition to terminate the purchasers Pay for Work Guarantee)	Refer to clause 8.7(b)(ii) of the Franchise Agreement	Regional Franchisor	Upon invoice	Not refundable
Extra sale fees payable on a resale / split sale	Refer to clause 8.7 and 8.8 of the Franchise Agreement.	Regional Franchisor	Upon invoice	Refer to clause 8.7 and 8.8 of the Franchise Agreement.
Failure to supply Mobile Phone number (upon termination of the franchise agreement)	Refer to clause 12.19(d) of the Franchise Agreement.	Regional Franchisor	Upon invoice	Not refundable
Failure to remove signage from vehicle / trailer (upon termination of the franchise agreement)	Refer to clause 12.19(h) of the Franchise Agreement.	Regional Franchisor	Upon invoice	Not refundable
Termination penalty (when a franchisee fails to comply with termination obligations)	Refer to clause 12.20 of the Franchise Agreement.	Regional Franchisor	Upon invoice	Not refundable
Mobile Phone Plan	Depending on the mobile phone plan chosen by the franchisee	Jim's Mobile Phone or relevant telecommunications agent or supplier	Upon invoice or direct debt arrangement with the relevant telecommunications agent or supplier	Not refundable
Professional Indemnity Insurance (if required)	Up to \$5,000.00 per annum.	Franchisee can choose their preferred insurance provider.	Refer to insurance providers payment option.	Refer to insurance providers terms and conditions.
Other insurance (if applicable) such as vehicle insurance, tools insurance, income protection at the franchisee's discretion.	Up to \$15,000.00 per annum depending on cover chosen by franchisee.	Franchisee can choose their preferred insurance providers if they chose to have additional insurance cover.	Refer to insurance providers payment option.	Refer to insurance providers terms and conditions.
Public Liability Insurance (divisions who are exempt from having Public Liability Insurance through Jim's Insurance Pty Ltd)	Between \$295.00 and \$5,000.00	Insurance provider chosen by franchisee.	Upon invoice	Refer to insurance provider for their terms and conditions.
Labour Hire Licence (if applicable) – refer to labour hire act and regulations in relevant state.	Up to \$10,000.00	Labour Hire Authority	Up application and upon renewal	Not refundable.

Training Accommodation	Accommodation for Franchisee while attending training sessions. Up to \$500 per night. Confirm with supplier.	Depending on the supplier chose by the Franchisor	Supplier	As directed by the supplier
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Refer to 14.7 in the Regional Franchisor's disclosure document for further details of the range of recurring or isolated payment, that is within the knowledge or control of the Regional Franchisor or is reasonably foreseeable by the Regional Franchisor, that is payable by the franchisee to a person other than the Regional Franchisor or an associate of the Regional Franchisor.

All costs mentioned under 14.7 are subject to annual CPI increases.

14.9 If 2 or more of items 14.1, 14.3 and 14.6 apply to a payment, the information required by those items in relation to that payment need be set out only once.

14.10 To avoid doubt, this item covers a payment significant capital expenditure.

15. Marketing or other cooperative funds

15.1 For each marketing or other cooperative fund, controlled or administered by or for the National Franchisor, to which the franchisee may be required to contribute the following details:

NATIONAL BRANDING FUND	
(a) the kinds of persons who contribute to the fund (e.g. franchisee, National Franchisor, outside supplier)	Franchisees (via payment to the Regional Franchisor) contribute to the National Branding Fund.
(b) how much the franchisee must contribute to the fund and whether other franchisees must contribute at a different rate	Franchisees contribute the amount specified in item 11 of the schedule to the franchise agreement.
(c) who controls or administers the fund	The fund is controlled by the National Franchisor and administered by the National Franchisor's elected advisory committee.
(d) whether the fund is audited and, if so, by whom and when	Yes Name: Nexia Melbourne Audit Pty Ltd Date of report: 31 October 2024 See Appendix F - Report of Factual Findings Regarding the National Branding Fund.
(e) how the fund's financial statements can be inspected by franchisees	The fund's financial statements may be inspected on request by a franchisee.
(f) the kinds of expense for which the fund may be used	The fund may be used by the National Franchisor for the nationwide promotion of the Jim's brand, including merchandise, photography, brochures/flyers, website design, graphic design, equipment rental, radio advertising, print advertising, general advertising and the recognition of Jim's franchisees by way of vouchers, gifts and rewards to aid franchisee retention and assist with marketing.
(g) the fund's expenses for the last financial year, including the percentage spent on production, advertising, administration and other stated expenses;	Details of the fund's expenses for the last financial year are in see Appendix G - Report of Factual Findings Regarding the National Branding Fund.
(h) whether the National Franchisor or its associates supply goods or services for which the fund pays and, if so, details of the goods or services	No.

(i) whether the National Franchisor must spend part of the fund on marketing, advertising or promoting the franchisee business	No.
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WARRANTY FUND (JIM'S GROUP DIVISIONAL WARRANTY FUND)	
a) the kinds of person who contribute to the fund (e.g. franchise, National Franchisor, outside supplier)	Franchisees contribute to the fund via payment of the warranty fee to the Regional Franchisor pursuant to clause 7.6 and items 7 and 17 of the schedule to the franchise agreement.
b) how much the franchisee must contribute to the fund and whether other franchisees must contribute at a different rate	Franchisees contribute the amount specified in items 7 and 17 of the schedule to the franchise agreement. Other franchisees may contribute at a different rate depending on the division and when they commenced.
c) who controls or administers the fund	The fund is controlled and administered by the National Franchisor.
d) whether the fund is audited and, if so, by whom and when	Yes Name: Nexia Melbourne Audit Pty Ltd Date of report: 31 October 2024. See Appendix H - Report of Factual Findings Regarding the Warranty Fund.
e) how the fund's financial statements can be inspected by divisional franchisors	The fund's financial statements may be inspected on request by a franchisee.
f) the kinds of expense for which the fund may be used	The initial warranty fee will be used at the discretion of the National Franchisor to cover insurance to trainers, and not cover any other costs arising from training injuries not otherwise covered and to protect the reputation of the franchise business and rectify work the subject of faulty workmanship or the use of sub-standard materials in circumstances where: <ul style="list-style-type: none"> the Franchisor, franchisee or prospective franchisee fails to rectify the problem; and where payment to rectify the problem is made on or after 1 January 2006 (regardless of whether the work the subject of the problem is carried out before this date).
g) the fund's expenses for the last financial year, including the percentage spent on production, advertising, administration and other stated expenses;	Details of the fund' expenses for the last financial year see Appendix I - Jim's Group Divisional Warranty Fund Financial Report.
h) whether the National Franchisor or its associates supply goods or services for which the fund pays and, if so, details of the goods or services	No.
i) Whether the National Franchisor must spend part of the fund on marketing, advertising or promoting the franchisee's business	No.

Your Regional Franchisor may have additional marketing or other cooperative funds that you may be required to contribute to, in addition to the ones listed above. Please refer to item 15 of the Regional Franchisor's Disclosure Document for further details.

16. Financing

The National Franchisor only offers finance options to franchisees purchasing a franchise business in regions owned by the National Franchisor – Refer to the Regional Disclosure Document to see availability and further details.

17. Unilateral variation of franchise agreement

17.1 The circumstances in which the National Franchisor has unilaterally varied a franchise agreement in the last 3 financial years (including, if applicable, financial years before this code came into force), other than variations of a minor nature.

There have been no unilateral changes to the franchise agreement in last 3 financial years. However, there have been unilateral changes to the Jim's Group franchisee manual (by way of franchisee vote). The details are in Appendix J – Details of Unilateral Variation.

17.2 The circumstances in which the franchise agreement may be varied, unilaterally, by the National Franchisor in the future.

- The National Franchisor may unilaterally vary the franchise agreement in the future to comply with any change to the law.
- The National Franchisor may make changes from time to time to the Jim's Group Franchisee Manual.
- The ownership of the Regional Franchisor may change upon a transfer of entity or entity ownership, sale or termination of the regional franchise agreement.

17A.1 Whether the franchise agreement provides for arbitration of disputes in a manner consistent with Subdivision C of Division 3 of Part 4.

Yes – refer to clause 15 of the Franchise Agreement.

17B.1 A summary of the rights the franchisor has under the franchise agreement to terminate the franchise agreement before it expires, and the circumstances in which those rights may be exercised.

The National Franchisor may terminate the franchise agreement if the Franchisee fails to perform any of its obligations under this Agreement and has served a notice of breach which the Franchisee has failed to comply with – Refer to Clause 12.5 and 12.6 of the Franchise Agreement.

17B.2 A summary of the rights the franchisee has under the franchise agreement to terminate the franchise agreement before it expires, and the circumstances in which those rights may be exercised.

The Franchisee may terminate the franchise agreement within 14 days of execution of the Franchise Agreement (**Cooling Off Period**) – Refer to Clauses 12.1 – 12.2 of the Franchise Agreement.

The Franchisee may terminate the franchise agreement after the Cooling Off Period upon 14 days written notice to the Regional Franchisor or National Franchisor – Refer to Clauses 12.3 – 12.4 of the Franchise Agreement.

18. Terms of agreement and arrangements to apply at the end of the franchise agreement

18.1 Details of arrangements to apply at the end of the franchise agreement, including:

(aa) the term of the franchise agreement; and	20 years.
(a) whether the prospective franchisee will have an option to:	
(i) renew the franchise agreement	Yes, for one further term of 20 years.

(ii) enter into a new franchise agreement	Yes
Process that will apply:	Refer to clause 2.8-2.12 of the franchise agreement.
The processes the National Franchisor will use to determine whether to renew the franchise agreement or enter into a new franchise agreement:	<ol style="list-style-type: none"> 1. The Franchisors will notify the Franchisee in writing, not less than 6 months before the end of the term, of their decision whether or not to renew. 2. The franchisee must be fully compliant with the franchise agreement and all the manuals. 3. Pay any government charges. 4. Signs the then current franchise agreement with the then current fees.
(b) whether the prospective franchisee will be able to extend the term of the franchise agreement	Yes
Process that will apply:	Refer to clause 4 (c) of the franchise agreement.
The processes the National Franchisor will use to determine whether to extend the term of the franchise agreement:	If the Franchisee does not renew their Franchise Agreement, the existing Franchise Agreement will continue on a month-by-month basis, until renewed or terminated by one month's notice by either party.
(c) if the prospective franchisee will have an option to renew the franchise agreement – whether the prospective franchisee will be entitled to compensation at the end of the agreement if it is not renewed and, if so how that compensation be determined	The prospective franchisee will not be entitled to any compensation or exit payment at the end of the franchise agreement if it is not renewed.
(d) details of the arrangements that will apply to unsold stock, marketing material, equipment and other assets purchased when the franchise agreement was entered into, including:	All Divisions (excluding Dog Wash): Not applicable
(i) whether the National Franchisor will purchase the stock, marketing material, equipment and other assets	Dog Wash Only: The National Franchisor will require the Dog Wash Trailer on rental terms to be returned within to the designated address nominated by the National Franchisor at the Franchisees expense.
(ii) if the National Franchisor is to purchase the stock, Marketing material, equipment and other assets-how prices will be determined	
(e) whether the prospective franchisee will have the right to sell the business at the end of the franchise agreement	If the agreement is on a month-to-month extension, they still have the right to sell the franchise business.
(f) if the prospective franchisee will have the right to sell the business at the end of the franchise agreement – whether the National Franchisor will have first right of refusal, and how market value will be determined	Not applicable

(fa) the prospective franchisee's rights relating to any goodwill generated by the franchisee (including, if the franchisee does not have a right to any goodwill, a statement to that effect); and	The franchisee does not have any rights to goodwill generated by the franchise business
(g) whether the National Franchisor will consider any significant capital expenditure undertaken by the franchisee during the franchise agreement	Not applicable
(h) whether the franchise agreement includes a restraint of trade or similar clause.	Yes, refer to Clause 7.2-7.5 of the Franchise Agreement.

18.2 Details of whether the National Franchisor has, in the last 3 financial years, considered any significant capital expenditure undertaken by the franchisee, in determining the arrangements to apply at the end of franchise agreements between the National Franchisor and those franchisees:

Not applicable.

18.4 If the franchisee cannot extend the term of the franchise agreement, the following statement must be included in bold 12 point type:

The franchisee cannot extend the term of the franchise agreement. At the end of the franchise agreement, the franchisor may, but does not have to, extend the term of the agreement. If the franchisor does not do so, the franchise agreement ends and the franchisee no longer has a right to carry on the franchised business.

19. Amendment of franchise agreement on transfer of franchise

19.1 Whether the National Franchisor will amend (or require the amendment of) the franchise agreement on or before the transfer or novation of the franchise.

The National Franchisor may amend the franchise agreement, on or before the transfer (i.e. sold), or novation of the franchise. The National Franchisor shall notify the franchisee of its decision in relation to a request to transfer the franchise agreement.

20. Earnings Information

The National Franchisor does not give earnings information about a franchise. Earnings may vary between franchises.

21. Financial details

21.1 A statement of the National Franchisor's solvency that:

- (a) reflects the National Franchisor's position:
 - (i) at the end of the last financial year; or
 - (ii) if the National Franchisor did not exist at the end of the last financial year-at the date of the statement ;and
- (b) is signed by at least one director of the National Franchisor
- (c) gives the directors' opinion as to whether there are reasonable grounds to believe that the National Franchisor will be able to pay its debts as and when they fall due.

See Appendix K – Director Statement of the National Franchisor signed as at the end of the last financial year (2024)

21.2 Financial reports for each of the last 2 completed financial years in accordance with sections 295 to 297 of the *Corporations Act 2001*, or a foreign equivalent of that Act applicable to the National Franchisor, prepared by the National Franchisor.

Are not required refer to 21.4 below.

Note: See also items 21.4 to 21.6.

21.3 If:

- (a) the National Franchisor is part of a consolidated entity that is required to provide audited financial reports under the Corporations Act 2001, or a foreign equivalent of the Act applicable to the consolidated entity; and**
- (b) a franchisee requests those financial reports; financial reports for each of the last 2 completed financial years, prepared by the consolidated entity.**

Are not required refer to 21.4 below.

Note: See also items 21.4 to 21.6.

21.4 Items 21.2 and 21.3 do not apply if:

- (a) the statement under item 21.1 is supported by an independent audit provided by:
 - (i) a registered company auditor; or**
 - (ii) if the National Franchisor is a foreign franchisor-a foreign equivalent for the National Franchisor; within 4 months after the end of the financial year to which the statement relates; and****
- (b) a copy of the independent audit is provided with the statement under item 21.1.**

The statement under 21.1 is supported by an independent audit, refer to Appendix L – Jim’s Group Pty Ltd Independent Auditor’s Report.

21.5 If the National Franchisor or consolidated entity (the *entity*) has not existed for 2 or more financial years, then instead of providing the financial reports mentioned in item 21.2 or 21.3, the following:

- (a) a statutory declaration of the entity’s solvency;**
- (b) an independent audit report on the entity’s solvency as at the date of the entity’s declaration.**

Not applicable, see 21.1 above.

22. Updates

22.1 Any information given under clause 18 that has changed between the date of the disclosure document and the date the disclosure document is given under the code.

There have been no changes under 18 above that has changed between the date of the disclosure document and the date the disclosure document is given under the code.

23. Receipt

{fse._full_legal_name}{all_partners._full_formal_name},

acknowledge receipt of this disclosure document dated attaching:

1. Copy of the franchise agreement in the form in which it is to be executed;
2. Franchising Code of Conduct
3. Documents listed under Attachments in the Table of Contents.

from the National Franchisor.

Executed by {fse._full_legal_name} in accordance with in accordance with section 127(1) of the Corporations Act 2001:

{fse._signatories_documents_section}

.....

Date

The franchisee or prospective franchisee may keep this disclosure document.



Information statement for prospective franchisees

Before you sign the franchise agreement

Entering a franchise is a big decision. Check these important things off your list before signing up

Learn about franchising

Franchisees who participate in pre-entry training tend to have better relationships with their franchisor and be more successful in business. Free online courses for prospective franchisees can be found at www.accc.gov.au/franchising-education-program.

Information about franchising (including translations) can be found at www.accc.gov.au/buyingafanchise.

Conduct due diligence

Thoroughly research the franchise system. Study the disclosure document, the franchise agreement and any other documents provided by the franchisor. Talk to current and former franchisees about what they find rewarding and challenging about the business.

Get professional advice

It's important to get legal, accounting and business advice from independent professionals with expertise in franchising. They will identify risks and help you make decisions.

Consider other options

Look at more than one franchise business. It's a good way to test if a franchise is the right fit for you.

The Franchise Disclosure Register is a free directory of franchisors available in Australia.

Use it to compare important information about different franchises, such as costs and contract terms. This can help you make informed decisions.

Check the Franchise Disclosure Register accessible via the www.business.gov.au/franchising 'Buy a Franchise' page.

1

Understand franchising

It is important that you understand what franchising is before you enter a franchise.

Franchising is a way of doing business based on a brand name and business system. Usually the franchisor controls the system closely. The franchisor grants you the right to operate a business in line with its system, normally for a set time. As a result, you may be limited in the changes you can make in the business without the franchisor's agreement.

In some ways your franchise is your business and in some ways it's not your business.

You could be bound by confidentiality obligations. This may include limits on your rights to discuss the franchise business with third parties or to use the franchisor's intellectual property or business system outside the franchise.

The franchisor might make changes to the franchise system to adjust to market conditions. A franchisor may make these changes, even if you don't agree with them.

Benefits

Some franchise systems offer benefits other types of businesses cannot

- an existing product or service
- an existing reputation and image
- a pool of resources to fund advertising
- economies of scale when purchasing supplies

Not all franchise systems offer the benefits listed.

Risks

Even with a well-established brand, franchising is not risk free

Watch out for site turnover

Look for warning signs about a franchise system like high site turnover. If one site has had many owners (known as churning) it could mean it's not in a suitable location. A high turnover across a system might indicate the system has expanded too quickly or without a plan to make existing businesses successful (known as burning).

Think about potential unexpected expenses

Franchisors can impose significant capital expenditure on you if certain conditions are met. For example, if some conditions are met a franchisor can make you pay for new equipment or refurbish your store - even if it costs you a lot of money.

If something is important, make sure it's in the franchise agreement

Some franchise agreements contain 'no agent' and 'entire agreement' clauses. Franchisors include these clauses so the terms of the franchise agreement can override any previous information provided to you. This could include all verbal or written information from an agent, the franchisor, or an associate of the franchisor. If there is something important that you've been promised verbally or in writing that is not in the franchise agreement, consider the risk you are taking.

You can choose not to sign the agreement.

Questions to ask

Take your time to do your research and seek professional advice. If the franchisor tries to rush you, remember you can walk away. There will be other opportunities.

Some of the following questions are answered or give an indication in the Franchise Disclosure Register.

You will also have lots of questions to ask your franchisor, professional advisers, and current and former franchisees. Here are questions to consider:

Franchisor experience and reputation

- How long has the franchise system been operating? What success has it had and where? The economy has its ups and downs. Consumer demand for products or services is not the same in every geographical area.
- What experience does the franchisor and its key staff have in managing a business?

Start-up costs

- How much working capital or extra funds will you need to get the business established?
- How long will it take you to break even after paying the costs of setting up the business?

Ongoing costs

- Can you only get products from an approved supplier?
- Does the franchisor receive rebates from suppliers and how is that rebate used?
- Will you pay franchise fees even if you are not making a profit?

- Will you make enough money to pay yourself as well as any staff? Labour costs can be hard to estimate. It's up to you to know what employment laws apply and to comply with them. The Fair Work Ombudsman can help you understand workplace rights and obligations: www.fairwork.gov.au/franchises
- What happens when there is product 'wastage' and 'shrinkage'? Some franchise agreements include clauses on wastage and shrinkage. Wastage refers to products that are no longer fit for sale. Shrinkage can include theft, another loss or accounting error.

Earnings

- Have any profit or earning promises been made to you? Ask current and former franchisees if profit or earning promises were kept. Their contact details will be in the disclosure document.
- Will you have an exclusive territory in which to operate your business?
- Does your franchisor have the ability to compete with you online?

Changes

- What changes can be made without your approval and how will this impact your business?

Franchisor-franchisee relationships

- What are the dispute resolution procedures? Will the franchise agreement include a commitment by the franchisor to binding arbitration? Arbitration can be a quicker and less expensive way to



resolve disputes than going to court. It might be hard to imagine needing arbitration, but it could become important if things go wrong.

What happens at the end of a franchise agreement?

- Will you be able to renew the agreement if you want to? Are there conditions on this?
- What rules apply if you want to sell the business before the end of the term?
- When the franchise term ends, what are you entitled to (such as paid market value for your equipment or for goodwill), and what happens if you are in debt?
Goodwill refers to the market value added to the franchise business by the franchisee for example, by building a client-base. However, in franchising, franchisees often have limited rights once the franchise agreement ends. You may not get any value for goodwill at the end.
- Are there any restrictions on you starting a similar business if the agreement is not renewed? It's a good idea to obtain legal advice on restraint of trade clauses.
- If the franchise ends unexpectedly, how would this impact you? Are you aware of the types of events that may lead to non-renewal or termination of an agreement? For example, if the franchisor becomes insolvent, you may not be compensated for the loss of your business. You may not get back the money you contributed to a marketing fund.

Speak to former franchisees to find out what happened at the end of their agreement.

If you change your mind

Take your time before you sign

The Franchising Code of Conduct gives you at least 14 days to read all the information that a franchisor provides you. This includes the franchise agreement, disclosure document, key facts sheet and information about any lease arrangement.

You can take longer than 14 days to study this information and get advice. For most people this is a bigger investment decision than buying a house so it's okay to take your time before signing a franchise agreement.

Cooling off period

You are entitled to terminate a new franchise agreement within 14 days. If you choose to exercise this right, you are entitled to a refund of the payments you have made (though reasonable expenses may be retained).

Your cooling-off rights are outlined in the Franchising Code of Conduct.

If you have doubts

If you have any doubts, consider not signing the franchising agreement or exercising your right to back out of the agreement during the cooling-off period.

Even if you have already invested time and money, it's worth considering how much more you could lose if the business is not successful.

After you sign the franchise agreement

Know your rights

A franchisee may have private rights of action under the Franchising Code of Conduct, the Australian Consumer Law and the law of contract. Your franchise agreement is a contract that contains many of your legal rights and obligations. You may have rights in contract law if the franchisor does not honour the agreement.

The Franchising Code of Conduct requires franchisors to disclose certain information to both potential and existing franchisees.

It also sets out minimum conditions on the rights of the parties under a franchise agreement. It can be found at www.legislation.gov.au.

Dispute resolution

Franchisors must have an internal procedure for handling complaints. If you can't agree on an outcome within 3 weeks, either party may refer the matter to mediation or conciliation facilitated by an independent third party. Arbitration is also an option when both parties agree to this process.

Dispute resolution services are provided by the Australian Small Business and Family Enterprise Ombudsman (ASBFEO). Visit the ASBFEO [website](http://www.asbfeo.gov.au), email info@asbfeo.gov.au or call 1300 650 460.

Enforcing your rights

If something goes wrong after you sign the agreement, you may need to take your own legal action to enforce your rights.

ACCC's role

The Australian Competition and Consumer Commission (ACCC) enforces the Australian Consumer Law and the Franchising Code of Conduct. The ACCC takes action for breaches of these laws where it serves the public interest. The ACCC does not take action on your behalf if something goes wrong for your franchise.

You can make a report to the ACCC via its website at www.accc.gov.au/contact-us.

Sign up to the ACCC's Franchise Information Network

Subscribers receive regular email bulletins about current franchising issues, including changes to the law, information for franchisors about compliance and updates about the ACCC's franchising work. To subscribe, visit www.accc.gov.au/fin.

More information about franchising and running a business

www.business.gov.au offers information about franchising and running a business.

www.accc.gov.au/buyingfranchise includes a franchisee manual and other information, videos and publications for people thinking about buying a franchise, including in languages other than English.



Appendix B – Jim’s Group Division Record

JIM'S GROUP DIVISION RECORD			
Division	Description	Start Date	End Date
Alarms	Install monitored alarm systems and accessories	1999	2008
Antennas	Install & service TV and radio antennas & points	1999	Current
Appliance Repairs	Maintenance & repair of electrical & gas appliances	2001	2008
Bathrooms	From concept (design) to construction, installation and renovation through to completion of residential & commercial bathrooms.	2015	2016
Bathrooms & Resurfacing <i>(formerly Resurfacing)</i>	Bathroom & Kitchen Resurfacing	2010	Current
Batteries	Provision of roadside and battery breakdown	2018	2020
BBQ Cleaning	Provide domestic & commercial services for BBQ Cleaning	2016	2019
Beauty	Mobile beauty services	2023	2024
Bin Cleaning	Specialised Bin Cleaning Services	2005	2024
Blind Cleaning and Repairs	Clean & repair venetian and fabric blinds	1998	Current
Blinds & Shutters (formally Flyscreens and Blinds)	Sale of static and retractable indoor and outdoor screens for windows, doors and skylights.	2017	Current
Bookkeeping	Small business and domestic accounts service	2000	Current
Building Inspections	building inspection and reporting services,	2011	Current
Car Detailing <i>(formerly Car Cleaning)</i>	Mobile car detailing and washing	1997	Current
Carpet Cleaning	Carpet and upholstery, dry and wet cleaning including internal tile & grout cleaning	1997	Current
Cleaning	Domestic & commercial cleaning	1994	Current
Concreting	Supply of concreting services and products	2003	2005
Concreting Cutting	Concrete Cutting, Concrete Sawing, Concrete Core Drilling, Bitumen & Asphalt Sawing and Concrete Wall Sawing and Drilling	2015	2016
Construction	Home Builders & Construction	2019	Current
Conveyancing	Conveyancing services	2013	Current
Diggers <i>(formerly Dingos)</i>	Supply of dingo services	2010	Current
Dog Wash	Mobile dog washing including grooming	1997	Current
Drafting & Design	Drafting & Design services	2018	2019
Driving School	Driving lessons to clients applying for learners permit and green probationary licences;	2017	Current
Drones	Drone photography, videography & training	2017	2019
Earthworks	Supply of Earthworks Services and Products	2004	2005
Electrical	Installation, repair & maintenance electrical wirings & fittings	2002	Current
Energy	Sales & Installation of Solar, Energy Storage, Energy Monitoring and Energy Broking.	2017	Current
Fencing	Paling & picket fencing including gates	1997	Current
Financial Services <i>(formerly Finance Professionals)</i>	Residential mortgages, commercial mortgages, personal loans, leasing and insurance services	2007	Current
Floors	Floor sanding and polishing services	2000	2022
Garden Edge	To provide garden edging	2003	2005
Garage Doors	Servicing and Installation of residential garage doors	2022	Current
Glass	Installation and repair of glass	2010	Current
Graffiti Solutions	Graffiti removal services	2007	2008
Handyman <i>(formerly Building Maintenance)</i>	Maintenance work including painting, carpentry and pergolas	1999	Current
Hazardous Material Removal (formally Asbestos Removal)	Asbestos Removal Remediation, Demolition, Haulage, Disposals, Hazardous Material Management.	2015	Current
Heating & Cooling	Supply and installation of heating and cooling devices	2014	Current
Home Fresh	provide advice & buying and selling fresh food boxes	2019	2024
Home Healthcare	Home help, physiotherapy, occupational therapy and nursing services to allow disabled and elderly people to be maintained in their homes.	2023	Current
Insulation Services	Supply and Install of domestic and commercial insulation products'	2016	2018

JIM'S GROUP DIVISION RECORD			
Division	Description	Start Date	End Date
Interior Design	Interior design services including property staging, green plant hire, furniture hire and styling for events, storage solutions and professional home and office organizing services	2016	2019
Irrigation	Supply of irrigation services & products	2002	2006
IT (formerly Computer Services)	Computer maintenance and services	2002	Current
Jumping Castles & Party Hire	Hiring of Jumping Castles and party equipment	2021	Current
Kitchens	Supply and/or installation of kitchens and kitchen components, vanity's, outdoor kitchens, interior joinery, wardrobes and accessories.	2017	2020
Laundry Services	Efficient & Professional Pick-up and Delivery Laundry Services. We are committed to providing expert and personalised home and commercial laundry services to our customers	2021	Current
Legal	Provide legal services to individuals and businesses	2024	Current
Life Coaching	Life coaching to help people unlock their	2024	Current
Locksmiths	Provide domestic, automotive, commercial and safe locksmith and access control services	2013	2022
Marie's Mobile Hair	Hairdressing, including cuts, shaves, trims, dresses, waves, curls, stains or dyes or treating the hair of any person	2003	2005
Mobile BBQ	Mobile barbeque catering incl. drinks	1999	2006
Mobile Café	Mobile coffee & food service	2017	2022
Mobile Mechanics	At home vehicle servicing / log book services / repairs and road side assistance all that your car needs.	2019	Current
Mobile Tyres	Mobile - Tyre Sales & Fitting – cars through to medium trucks	2018	Current
Motor Vehicle Repair Service	Mobile mechanical services & repairs on cars	1999	2000
Mowing	Mowing & garden services, rubbish removal	1989	Current
Painting	Painting, wall papering, tiling (wall only) and plastering (repair and prepare only, incidental to painting and decorating work)	2003	Current
Personal Training	Fitness, Health & Wellness services	2018	2021
Pet Patrol	Pet services including waste collection, walking and minding.	2021	2024
Photography	Still photography, negative & slide restoration & amending images	2017	2019
Plumbing	General plumbing and gas fitting services	2007	Current
Pool Care Mobile	Mobile pool ware and spa maintenance	2003	Current
Pool Care Retail	Retail pool & spa maintenance	2003	2009
Preggi Bellies	Health & fitness services provided to pregnant or post-natal women	2002	2004
Removals	Removals, storage, mobile storage, transport, deliveries, carton supply and packing services	2012	Current
Real Estate	Real estate sales, property management & buyers advocacy.	2017	2021
Remedial Massage	Mobile massage and reflexology services	2024	Current
Road Training	Driving instruction for learner drivers	2000	2007
Roller Doors	Servicing & Installation of residential garage doors.	2018	2020
Roofing	Roofing repair and restoration services	2001	Current
Sand, Soil & Gravel	Retail and delivery of landscaping products	2001	2002
Scratch & Dent	Vehicle scratch and dint repairs, headlight rejuvenation & paint sealant protection	2022	Current
Security	Installation and services of commercial and domestic security systems (surveillance cameras, video systems, alarms, security monitoring systems, burglar systems, security access equipment)	2012	Current
Security Doors	Retail and install security doors & flyscreens	1999	2023
Shade Sails	Design, construction, supply, installation, maintenance and repair of shade sails.	2014	2019
Signs & Prints	Signs, signage & printing	2019	Current
Site Solution	Temporary Fencing, Portable Toilets, Silt Protection, Cross Overs & Cage Bins.	2017	2018
Skip Bins	Delivery and pick up of skip bins	2007	Current
Solar	Supply and installation of solar systems and equipment	2011	Current
Surface Solutions (formerly Paving)	Retail and laying of pavers including retaining walls	2000	2024
Termite & Pest Control (formerly Pest Control)	Urban pest management services and timber pest management services	2010	Current
Test & Tag	Testing and tagging power tools and power leads	2003	Current
Timber Milling	The milling of logs/ timber into useful lumber	2018	2018






JIM'S GROUP DIVISION RECORD			
Division	Description	Start Date	End Date
Traffic Control	Traffic Control Services including design, application and acquisition of permits.	2014	Current
Trees	Tree removal including stumps	1997	Current
Uniforms	Uniforms, Workwear, Promotional items	2019	Current
Videography	Videography, vintage video restoration & editing	2017	2019
Wardrobes	Install ventilated shelving systems	1999	2006
Window & Pressure Cleaning	Window cleaning and/or pressure cleaning services	2002	Current
Window Tinting	Window Tinting Services relating to the supply and installation of Window Films to the Flat Glass Market and Films to the Automotive Market.	2014	2024
Windscreens	Supply of windscreen services	2005	2023



TEMPLATE







Appendix C – Current Litigation Table


PROCEEDINGS INSTITUTED AGAINST THE NATIONAL FRANCHISOR	
Dirt Devils Cleaning Solutions Pty Ltd v Jim's Group Pty Ltd	
The name of the court, tribunal or arbitrator	Supreme Court of New South Wales (Common Law Division)
The case number	2022/00359045
The general nature of the proceedings	Claim for damages for alleged wrongful termination of Franchise Agreement
The current status of the proceedings	Defendant filed a defence to the further amended statement of claim. Order for discovery made. List of documents submitted by defendant.
The date and content of any undertaking or order under section 87B of the Act	Not applicable
The penalty or damages assessed or imposed	Not applicable
Darren Burr and Anor v Michael Merrick & Ors	
The name of the court, tribunal or arbitrator	Supreme Court of New South Wales (Common Law Division)
The case number	2022/106674
The general nature of the proceedings	Claim for damages for contractual dispute, alleged negligence and commercially misleading conduct.
The current status of the proceedings	All parties are in the process of filing and serving their evidence. Matter listed for further directions hearing.
The date and content of any undertaking or order under section 87B of the Act	Not applicable
The penalty or damages assessed or imposed	Not applicable
Kushru (KJ) Sethna v Jim's Group Pty Ltd & Dutt Trading Group	
The name of the court, tribunal or arbitrator	Victorian Civil and Administrative Tribunal
The case number	C5952/2023
The general nature of the proceedings	Claim for damages for incomplete services.
The current status of the proceedings	All parties are in the process of filing and serving their points of claim and points of defence with the tribunal.
The date and content of any undertaking or order under section 87B of the Act	Not applicable
The penalty or damages assessed or imposed	Not applicable
Intellectual Enterprises Pty Ltd v Jim's Group Pty Ltd and Anor	
The name of the court, tribunal or arbitrator	County Court of Victoria (Commercial Division General List)
The case number	CI-24-05498
The general nature of the proceedings	Claim for damages for contractual dispute and alleged unconscionable conduct.
The current status of the proceedings	First and Second Defendants are filing and serving their defence. Matter listed for first administrative mention.
The date and content of any undertaking or order under section 87B of the Act	Not applicable
The penalty or damages assessed or imposed	Not applicable
PROCEEDINGS INSTITUTED BY THE NATIONAL FRANCHISOR	
No such proceedings currently on foot	

Appendix D – Intellectual Property Table

INTELLECTUAL PROPERTY					
Country	Trademark	Registration no. (Classes)	Registered	Registration / Application date	Renewal date
AU		1679544 (35, 36, 37, 39, 40, 42)	Yes	6/03/2015	06/03/2025
AU		1549298 (31,35,36,37,38,39,40,41,42,43,44,45)	Yes	9/04/2013	09/04/2033
AU		895897 (9,35,37,39,40,42)	Yes	22/11/2001	22/11/2031
AU	JIM'S FRANCHISE	1588477 (35)	Yes	30/10/2013	30/10/2033
AU		938522 (35,37,41,42)	Yes	22/11/2001	22/11/2031
AU		980281 (35,42)	Yes	28/11/2003	28/11/2033

AU		2338888 (1, 37, 44)	Yes	06/03/2023	06/03/2033
AU		641972 (37)	Yes	30/09/1994	30/09/2024
AU	JIM'S SKIP BINS	1440677 (39)	Yes	3/08/2011	03/08/2031
AU	JIM'S DIGGERS	1449004 (37)	Yes	16/09/2011	16/09/2031
AU	JIM'S CONVEYANCING	1439249 (45)	Yes	27/07/2011	27/07/2031
AU	Need it Done? Jim's the One!	1636318 (35, 36, 37, 39, 42, 44, 45)	Yes	23/07/2014	23/07/2034
AU	BEFORE YOU BUY, BEFORE YOU BUILD	1636666 (37,42)	Yes	24/07/2014	24/07/2034

NZ		298482 (1)	Yes	18/09/1998	18/09/2025
NZ		298483 (37)	Yes	10/09/1998	18/09/2025
NZ		853031 (35,36,37,39,45)	Yes	28/11/2011	28/11/2031
NZ		1044563 (37, 42, 44)	Yes	13/12/2016	09/06/2026
NZ		298484 (42)	Yes	18/09/1998	18/09/2025
CA	JIM'S MOWING	TMA497184 (1,3,5,35,36,37,39,40,42,43,44,45)	Yes	07/07/1998	07/07/2028
CA		TMA502996 (1,3,5,35,36,37,39,40,42,43,44,45)	Yes	11/02/1997	27/10/2028

AU		2206917 (35)	Yes	07/09/2021	07/09/2031
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Appendix E – Table of Domain names

Services that are made, or are expected to be made, available online by the National Franchisor, an associate of the National Franchisor or other divisional or regional franchisors via a third party website.

Division	Domain name
Bizza	https://bizza.com/
Jim's Group	https://www.jims.net/
Jim's Antennas	http://www.jimsantennas.com.au/
Jim's Bathrooms & Resurfacing	https://jimsbathrooms.com.au/
Jim's Bin Cleaning	http://www.jimsbincleaning.com.au/
Jim's Blind Cleaning & Repairs	https://www.jimscleaning.net.au/
Jim's Blinds & Shutters	http://www.jimsflyscreensandblinds.com.au/
Jim's Bookkeeping	http://www.jimsbookkeeping.com.au/
Jim's Building Inspections	https://www.jimsbuildinginspections.com.au/
Jim's Car Detailing	https://www.jimscleaning.net.au/
Jim's Carpet Cleaning	https://www.jimscleaning.net.au/
Jim's Cleaning	https://www.jimscleaning.net.au/
	http://www.jimscleaning.co.nz/
Jim's Construction	http://jimsconstruction.com.au/
Jim's Contracts	https://jimscontracts.com.au/
Jim's Conveyancing	http://www.jimspropertyconveyancing.com.au/
Jim's Diggers	http://jimsdiggers.com.au/
Jim's Dog Wash	https://www.jimsdogwash.net.au/
Jim's Driving School	https://jimsdrivingschool.com.au/
Jim's Electrical	http://www.jimselectrical.com.au/
Jim's Energy	http://www.jimsenergy.com.au/
Jim's Fencing	http://www.jimsfencing.com.au/
Jim's Financial Services	http://jimsfinancialservices.com.au/
Jim's Garage Doors	https://jimgaragedoors.com.au/contact-us/
Jim's Glass	http://www.jimglass.com.au/
Jim's Handyman	https://jimshandyman.com.au/
Jim's Hazardous Material Removal	https://www.jimshazmatremoval.com.au/
Jim's Heating and Cooling	http://www.jimsheatingandcooling.com.au/
Jim's Healthcare	https://www.jimshomecare.com.au/
Jim's Insurance	https://www.jimsinsurance.net.au/
Jim's IT	https://jimsit.com.au/
Jim's Jumping Castles & Party Hire	https://www.jimscastles.com.au/
Jim's Laundry Services	https://jimslaundryservices.com.au/
Jim's Legal	https://jimslegal.com.au/
Jim's Life Coaching	https://www.jimslifecoaching.com.au/
Jim's Mobile Mechanics	https://jimsmobilemechanics.com.au/
Jim's Mobile Tyres	https://www.jimsmobiletyres.com.au/
Jim's Mowing	https://www.jimsmowing.net/
	https://www.jimsmowing.co.nz/
	http://www.jimsmowing.co.uk/
	http://www.jimsmowing.ca/
Jim's Painting	http://www.jimspainting.com.au/
Jim's Plumbing	http://www.jimsplumbing.net.au/
Jim's Pool Care	http://www.jimspoolcare.com.au/
Jim's Remedial Massage	https://jimsremedialmassage.com.au/

Jim's Removals	http://www.jimsremovals.net.au/
Jim's Roofing	http://www.jimsroofing.com.au/
Jim's Scratch & Dent	https://www.jimsscratchanddent.com.au/
Jim's Security	http://www.jimssecurity.com.au/
Jim's Security Doors	https://jimssecuritydoors.com.au/
Jim's Signs & Prints	https://jimssignsandprint.com.au/
Jim's Skip Bins	https://www.jimsskipbins.com.au/
Jim's Termite & Pest Control	http://www.jimspestcontrol.com.au/
Jim's Test and Tag	https://www.jimstestandtag.com.au/
	https://www.jimstestandtag.co.nz/
Jim's Traffic Control	http://www.jimstrafficcontrol.com.au/
Jim's Trees	http://www.jimstrees.net/
	https://www.jimstrees.com.au/
	https://www.jimstrees.co.nz/
Jim's Uniforms	https://jimsuniforms.com.au/
Jim's Window Pressure Cleaning	https://www.jimscleaning.net.au/

24. Appendix F - National Branding Fund Financial Report

Jim's Group Pty Ltd
ABN: 82 101 925 268

National Branding Fund
Financial report for the financial year ended 30 June 2024

Contents	Page
Director's Declaration	1
Statement of income and expenditure	2
Statement of financial position	3
Statement of changes in equity	4
Statement of cash flows	5
Notes to the financial report	6
Independent auditor's report of factual findings	7



Director's Declaration

The directors have determined that the Fund is not a reporting entity and that this special purpose financial report should be prepared in accordance with the accounting policies described in note 1 to the financial report.

The directors of Jim's Group Pty Ltd declare that:

1. The financial statements and notes, as set out in the financial report, give a true and fair view of the Fund's financial position as at 30 June 2024 and of its performance for the year ended on that date
2. There are reasonable grounds to believe that the Fund will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the directors.

On behalf of the directors,



David James Penman
Director
Melbourne, 31st October 2024

**Statement of income and expenditure
for the year ended 30 June 2024**

	Notes	30 June 2024
		\$
INCOME		
Contributions		596,535
Interest		2,520
TOTAL INCOME		<u>599,055</u>
EXPENDITURE		
Marketing expenses		751,625
Audit fee FY 23-24		0
Administration fee FY 23-24		0
TOTAL EXPENDITURE		<u>751,625</u>
Net surplus / (deficit)		<u><u>(152,570)</u></u>

**Statement of financial position
at 30 June 2024**

	Notes	30 June 2024
		\$
Assets		
<i>Current assets</i>		
Cash at bank		217,953
Debtors		53,804
Total assets		<u>271,757</u>
Liabilities		
<i>Current liabilities</i>		
Accrued expenses	2	95,391
Total liabilities		<u>95,391</u>
Net assets		<u><u>176,366</u></u>

**Statement of changes in equity
for the year ended 30 June 2024**

	Notes	30 June 2024
		\$
Balance at 1 July 2023		328,938
Net surplus / (deficit)		(152,570)
Balance at 30 June 2024		<u><u>176,366</u></u>

**Statement of cash flows
for the year ended 30 June 2024**

	Notes	30 June 2024 \$
Cash flows from operating activities		
Receipts from franchisors and contributors		793,479
Payments to suppliers		(807,747)
Net cash generated / (used in) operating activities		<u>(14,268)</u>
Cash flows from investing activities		
Interest received		2,520
Net cash generated in investing activities		<u>2,520</u>
Net increase / (decrease) in cash		(11,748)
Cash at the beginning of the year		229,701
Cash at the end of the year		<u>217,953</u>

Notes to the financial report

1. Basis of Preparation

The National Branding Fund ('the Fund') special purpose financial report has been prepared in accordance with Competition and Consumer (Industry Codes—Franchising) Regulation 2014 ('the Code') and under accrual basis. Expenses have been recorded under historical cost basis.

The following Australian Accounting Standards has been adopted:

AASB 110 Events after the reporting period

No other Australian Accounting Standards, Interpretations or other authoritative pronouncements issued by the Australian Accounting Standards Board have been applied.

The Fund is considered to be a co-operative marketing fund under the Code. Accordingly this financial report has been prepared to satisfy Jim's Group Pty Ltd's directors reporting requirements under the Code.

All amounts are presented in Australian dollars.

2. Accrued expenses

	\$
30 June 2024 expenditure	95,391
	<hr/> 95,391

3. Subsequent Event

There has not been any matter or circumstance occurring subsequent to the end of the financial year that has significantly affected, or may significantly affect, the operations of Jim's Group Pty Ltd.

Independent auditor's report of factual findings



Appendix G – Report of Factual Findings Regarding the National Branding Fund



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REPORT OF FACTUAL FINDINGS REGARDING THE NATIONAL BRANDING FUND TO JIM'S GROUP PTY LTD ("THE FRANCHISOR")

Scope

We have performed the procedures as agreed with you and described below in respect of the branding fund as at 30 June 2024. Our engagement was undertaken in accordance with Australian Auditing Standards applicable to agreed-upon procedures engagements. The responsibility for determining the adequacy or otherwise of the procedures agreed to be performed is that of the Franchisor. The procedures were performed solely to assist you in reporting to the Jim's Group Pty Ltd Franchisees with regards to the performance and position of the branding fund at 30 June 2024, and are summarised as follows:

We have been requested by the Franchisor to conduct test-checks of the following:

1. Test a sample of branding fees received from franchisees for the year ended 30 June 2024.
2. Test a sample of branding payments for branding costs on behalf of franchisees for the year ended 30 June 2024.
3. Review and test a sample of amounts owing by franchisees (Debtors) at 30 June 2024.
4. Peruse the statement of Receipts and Payments for the year ended 30 June 2024 and conduct suitable test checks of items.

The objective of an agreed upon procedures engagement is for us to carry out procedures of an audit nature as agreed, and to report on factual findings. Users of the report assess for themselves the procedures and findings reported by us and draw their own conclusions from our work.

Because the above procedures do not constitute either an audit in accordance with Australian Auditing Standards or a review in accordance with Australian Auditing Standards applicable to review engagements, we do not express any assurance on the Branding Fund as at 30 June 2024.

Had we performed additional procedures, or had we performed an audit in accordance with Australian Auditing Standards or a review in accordance with Australian Auditing Standards applicable to review engagements, other matters might have come to our attention that would have been reported to you.

Findings

At the conclusion of those tests-checks we report as follows:

1. With respect to (1) above, we tested a sample of 47 amounts invoiced by the National Branding Fund to franchisees in respect of national branding fund contributions. Our testing indicated that the amounts recorded as branding fees received were materially accurate.

Advisory. Tax. Audit.

Registered Audit Company 291969

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Appendix H – Jim’s Group Warranty Fund Financial Report

**Jim’s Group Pty Ltd
Warranty Fund**

**Jim’s Group Pty Ltd
ABN: 82 101 925 268**

**Jim’s Group Warranty Fund
Financial report for the financial year ended 30 June 2024**



Contents	Page
Statement of income and expenditure	1
Cash Book Reconciliation	2
Report on debtors	3
Notes to the financial report	4
Independent auditor's report of factual findings	5

**Statement of income and expenditure
for the year ended 30 June 2024**

	30 June 2024
	\$
Warranty fund contributions	505,438
Claims made	(572,414)
Audit fee FY23-24	-
Administration fee FY23-24	-
Net surplus / (deficit) during the year	<u>(66,976)</u>

Cash Book Reconciliation
for the year ended 30 June 2024

	30 June 2024
	\$
Cash Book Balance at beginning of the year	134,417
Receipts for the year	505,438
Payments for the year	(572,414)
Cash Book Balance at end of the year	<u>67,441</u>

Report on debtors
as at 30 June 2024

Debtors outstanding at year end	\$ 29,892
---------------------------------	--------------

The vast majority of this debt was collected in July 2024 . Based on the current franchisee payment methods, there is an expectation that debtors into the future will be minimal as almost all warranty fund contributions are paid on time.

Notes to the financial report

1. Basis of Preparation

Jim's Group Divisional Warranty Fund ('the Fund') financial report has been prepared in accordance with Competition and Consumer (Industry Codes—Franchising) Regulation 2014 ('the Code') and under accrual basis. Expenses have been recorded under historical cost basis."

The following Australian Accounting Standards has been adopted:

AASB 110 Events after the reporting period

No other Australian Accounting Standards, Interpretations or other authoritative pronouncements issued by the Australian Accounting Standards Board have been applied.

The Fund is considered to be a co-operative fund under the Code. Accordingly this financial report has been prepared to satisfy Jim's Group Pty Ltd's directors reporting requirements under the Code.

All amounts are presented in Australian dollars.

2. Subsequent Event

There has not been any matter or circumstance occurring subsequent to the end of the financial year that has significantly affected, or may significantly affect, the operations of Jim's Group Pty Ltd.

Independent auditor's report of factual findings



Appendix I – Report of Factual Findings Regarding the Warranty Fund



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REPORT OF FACTUAL FINDINGS REGARDING THE CONSOLIDATED DIVISIONAL WARRANTY FUNDS TO JIM'S GROUP PTY LTD ("THE FRANCHISOR")

Scope

We have performed the procedures as agreed with you and described below in respect of the consolidated financial report for the divisional warranty funds as at 30 June 2024. Our engagement was undertaken in accordance with Australian Auditing Standards applicable to agreed-upon procedures engagements. The responsibility for determining the adequacy or otherwise of the procedures agreed to be performed by us is that of the directors. The procedures we will perform are solely to assist you in reporting to Franchisees regarding divisional warranty funds used as at 30 June 2024, and are summarised as follows:

We have been requested by the Franchisor to conduct testings of the following:

1. Test a sample of warranty contributions collected from franchisees for the year ended 30 June 2024.
2. Test a sample of warranty claims made on behalf of franchisees for the year ended 30 June 2024.
3. Review and test a sample of amounts owing by franchisees (Debtors) at 30 June 2024.
4. Peruse the statement of Receipts and Payments for the year ended 30 June 2024 and conduct suitable sample checks of items.

The objective of an agreed upon procedures engagement is for us to carry out procedures of an audit nature as agreed, and to report on factual findings. Users of the report assess for themselves the procedures and findings reported by us and draw their own conclusions from our work.

Because the above procedures do not constitute either an audit in accordance with Australian Auditing Standards or a review in accordance with Australian Auditing Standards applicable to review engagements, we do not express any assurance on the report of the Consolidated Divisional Warranty Fund as at 30 June 2024.

Had we performed additional procedures or had we performed an audit in accordance with Australian Auditing Standards or a review in accordance with Australian Auditing Standards applicable to review engagements, other matters might have come to our attention that would have been reported to you.

Findings

At the conclusion of those testings, we report as follows:

1. With respect to (1) above, we tested a sample of 38 amounts invoiced by the Regional Franchisor to franchisees in respect of warranty contributions. Our testing indicated that the amounts recorded as warranty contribution received were materially accurate.

Advisory. Tax. Audit.

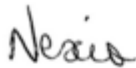
Registered Audit Company 291969

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2. With respect to (2) above, we tested a sample of 43 transactions in various divisions and vouched to original invoices. The amounts tested represented 37% of the total expenditures for the year. Our testing indicated that the amounts recorded as warranty claims were in agreement with supporting invoices and were for repair and rectification works.
3. With respect to (3) above, we tested 11 debtors owing by Franchisees from the debtors listing. The amounts tested represented 49% of the total debtors as at 30 June 2024. Our testing indicated that the amounts held as debtors at 30 June 2024 were materially accurate.
4. With respect to (4) above, we reviewed Consolidated Statement of Income and Expenditure for the year ended 30 June 2024. Our testing indicated that the Statement represents fairly, in all material aspects, the contributions and payments by the Consolidated Divisional Warranty Funds for the year ended 30 June 2024.

Our report is solely for the purpose set forth in the first paragraph of this report and for your information and is not to be used for any other purpose or distributed to any other party. This report only relates to the accounts and items specified above, and do not extend to any financial report of Jim's Group Pty Ltd, taken as whole. We do not accept any responsibility for losses incurred by the Franchisor or to any other party as a result of circulation, reproduction or use of our final or draft report, contrary to the provisions of this paragraph.



Nexia Melbourne Audit Pty Ltd
Level 35, 600 Bourke Street
Melbourne VIC 3000



Richard Cen
Director

Dated this 31st day of October 2024

Appendix J – Details of Unilateral Variations

Date of variation/s	Details of unilateral variation
June 2024	Changes to the Jim's Group Franchisee Manual approved by referendum May 2024.
November 2023	Changes to the Jim's Group Franchisee Manual approved by referendum September 2023.
July 2023	Changes to the Jim's Group Franchisee Manual approved by referendum June 2023.
March 2023	Changes to the Jim's Group Franchisee Manual approved by referendum 31 March 2023.
January 2023	Changes to the Jim's Group Franchisee Manual approved by referendum 31 January 2023.
October 2021	Changes to the Jim's Group Franchisee Manual approved by referendum 30 September 2021.
July 2021	Changes to the Jim's Group Franchisee Manual approved by referendum on 2 July 2021.
April 2021	Changes to the Jim's Group Franchisee Manual approved by referendum on 8 April 2021.
January 2021	Changes to the Jim's Group Franchisee Manual approved by referendum on 19 January 2021.
September 2020	Changes to the Jim's Group Franchisee Manual approved by referendum on 16 September 2020.
January 2020	Changes to the Jim's Group Franchisee Manual approved by referendum on 28 December 2019.
July 2019	Changes to the Jim's Group Franchisee Manual approved by referendum on 8 July 2019.
March 2019	Changes to the Jim's Group Franchisee Manual approved by referendum on 28 February 2019.
4 June 2018	Changes to the Jim's Group Franchisee Manual approved by referendum on 31 May 2018.
3 April 2018	Changes to the Jim's Group Franchisee Manual approved by referendum on 30 March 2018.
9 January 2018	Changes to the Jim's Group Franchisee Manual approved by referendum on 29 December 2018.
12 April 2017	Changes to the Jim's Group Franchisee Manual approved by referendum on 9 March 2017.
30 January 2017	Rewrite of the whole Franchisee Franchisor Manual and approved by referendum on 19 January 2017.
15 August 2016	Changes to the Jim's Group Franchisee Manual approved by referendum on 15 August 2016.
19 December 2015	Revision Generic Confidential Operations Manual approved by referendum on the 19 December 2015. (Name change to Jim's Group Franchisee Manual).

Appendix K – Director Statement of the National Franchisor’s Solvency



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Jim's Group Pty Ltd
ACN 101 925 268

Director's Statement

In accordance with the Franchising Code of Conduct, the company director declares that:

In the director's opinion, as at 30 June 2024, there are reasonable grounds to believe that Jim's Group Pty Ltd will be able to pay its debts as and when they become due and payable, subject to the continued support from the director and related party entities.

This declaration is made in accordance with a resolution of the director.

David James Penman
Director

30/10/2024

Appendix L – Jim’s Group Pty Ltd Independent Auditor’s Report



Because of the subjective nature of prospective information required to fulfil the requirements of Item 21 of Annexure 1 to the Franchising Code, the persuasiveness of the evidence available is limited. Prospective information relates to events and actions that have not yet occurred and may not occur and reflect assumptions that are dependent upon future events and subject to the risks inherent in the business and future economic conditions. Whilst evidence is available to support the assumptions on which the directors’ opinion is based, such evidence is future orientated and speculative in nature. Consequently, actual results are likely to be different from the information on which the opinion is based, since anticipated events frequently do not occur as expected or assumed and the variations between the prospective opinion and the actual outcome may be significant.

The statement has been prepared pursuant to Item 21 of Annexure 1 to the Franchising Code of Conduct for distribution to the franchisees and prospective franchisees of Jim’s Group Pty Ltd. We disclaim any assumption of responsibility for any reliance on this audit report or on the statement to which it relates to any other party, or for any other purpose than that for which it was prepared.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

In conducting our audit, we have complied with relevant professional independence requirements.

Auditor’s opinion

In our opinion, the statement by the director dated 30 October 2024, presents fairly the director’s opinion pursuant to Item 21 of Annexure 1 to the Franchising Code of Conduct, that there are reasonable grounds to believe that Jim’s Group Pty Ltd will be able to pay its debts as and when they fall due.

A stylized, handwritten signature in black ink that reads "Nexia".

Nexia Melbourne Audit Pty Ltd
Level 35, 600 Bourke Street
MELBOURNE VIC 3000

A handwritten signature in black ink that reads "Richard Cen".

Richard Cen
Director

Dated this 31st day of October 2024

Because of the subjective nature of prospective information required to fulfil the requirements of Item 21 of Annexure 1 to the Franchising Code, the persuasiveness of the evidence available is limited. Prospective information relates to events and actions that have not yet occurred and may not occur and reflect assumptions that are dependent upon future events and subject to the risks inherent in the business and future economic conditions. Whilst evidence is available to support the assumptions on which the directors' opinion is based, such evidence is future orientated and speculative in nature. Consequently, actual results are likely to be different from the information on which the opinion is based, since anticipated events frequently do not occur as expected or assumed and the variations between the prospective opinion and the actual outcome may be significant.

The statement has been prepared pursuant to Item 21 of Annexure 1 to the Franchising Code of Conduct for distribution to the franchisees and prospective franchisees of Jim's Group Pty Ltd. We disclaim any assumption of responsibility for any reliance on this audit report or on the statement to which it relates to any other party, or for any other purpose than that for which it was prepared.

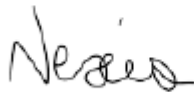
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

In conducting our audit, we have complied with relevant professional independence requirements.

Auditor's opinion

In our opinion, the statement by the director dated 30 October 2024, presents fairly the director's opinion pursuant to Item 21 of Annexure 1 to the Franchising Code of Conduct, that there are reasonable grounds to believe that Jim's Group Pty Ltd will be able to pay its debts as and when they fall due.



Nexia Melbourne Audit Pty Ltd
Level 35, 600 Bourke Street
MELBOURNE VIC 3000



Richard Cen
Director

Dated this 31st day of October 2024

Appendix M – Items that are not applicable in the disclosure statement.

Below is a list of the items that have been deleted from the disclosure statement due to being inapplicable.

6. Existing franchises
 - 6.1 Number, sorted by State, Territory or region, of:
 - 6.2 For each existing franchisee:
 - 6.3 However, if there are more than 50 franchises, the National Franchisor may instead give details under item 6.2 for all franchisees in the State, Territory, region or metropolitan area in which the franchise is to be operated.
 - 6.4 For each of the last 3 financial years and for each of the following events-the number of franchise businesses for which the event happened
 - 6.5 Subject to subclause 32(1), the National Franchisor must supply, for each event mentioned in item 6.4 the name, location and contact details of each franchisee if the information is available.

7. Master Franchises
 - 7.1 If the National Franchisor is also a subfranchisor-the master franchisor's:
 - 7.2 The name under which the master franchisor carries on business relevant to the franchise
 - 7.3 For each officer of the master franchisor-name, position held and qualifications (if any)
 - 7.4 For each of the last 3 financial years and each of the following events-the number of:
 - 7.5 The following details about the master franchise:

16. Financing
 - 16.1 The material conditions of each financing arrangement that the National Franchisor, its agent or an associate of the National Franchisor offers to the divisional franchisor for establishment or operation of the divisional business.
 - 16.2 For item 16.1, the material conditions of a financing arrangement include the following:

20. Earnings Information
 - 20.1 Earnings information may be given in a separate document attached to the disclosure document
 - 20.2 Earnings information includes the following information
 - 20.3 If earnings information is not given-the following statement
 - 20.4 Earnings information that is a projection or forecast must include the following details