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



1. First page

(a) DISCLOSURE DOCUMENT FOR DIVISIONAL FRANCHISOR OR PROSPECTIVE DIVISIONAL FRANCHISOR


(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
(c)  National Franchisor Director: David James Penman	(d) Date of preparation: 31 October 2024
<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 divisional franchise agreement. It should be read together with the information statement you have received. Refer to Appendix A – Information Statement at the end of this Disclosure Document.</p> <p>Entering into a divisional 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 divisional franchisor.</p> <p>A divisional franchise agreement is legally binding on you if you sign it.</p> <p>You are entitled to a waiting period of 14 days before you enter into this agreement.</p> <p>If this is a new divisional franchise agreement (not the transfer or renewal of a divisional franchise agreement, nor the extension of the term or the scope of a divisional franchise agreement), you will be entitled to a 7 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 National Franchisor must, within 14 days, return all payments (whether of money or of other valuable consideration) made by you to the National Franchisor under the agreement. However, the National Franchisor may deduct from this amount the National 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 divisional franchisors regional franchisors and 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>	

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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 divisional 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 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	Sole director & secretary of Jim's Group Pty Ltd
Qualifications	PHD History

3. Business experience

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.

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

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

(b) working for the National Franchisor	David James Penman is the sole director and CEO of Jim's Group Pty Ltd.
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3.2 A summary of relevant business experience of the National Franchisor for the past 10 years, including:

(a) length of experience in:	
<p>(i) operating a business that is substantially the same as that of the divisional franchisor</p>	<p>The National Franchisor has business experience in operating the following divisional businesses:</p> <ul style="list-style-type: none"> • Asbestos Removal • Bath Resurfacing • BBQ Cleaning • Bin Cleaning • Computer Services • Concreting • Construction • Conveyancing • Diggers • Dog Wash • Electrical • Energy • Fencing • Floors • Garage Doors • Glass • Handyman (Formally Building Maintenance) • Heating & Cooling • Home Fresh • Interior Design • Mobile Café • Mobile Mechanics • Mowing • Painting • Paving • Personal Training • Plumbing • Removals • Resurfacing • Roofing • Scratch & Dent Removal • Security Doors • Shade Sails • Skip Bins • Solar • Termite & Pest Control • Test & Tag (Australia) • Traffic Control • Tree & Stump Removal • Window Tinting

(ii) offering other divisional franchises that are substantially the same as the divisional franchise	The National Franchisor has experience in offering divisional franchises and developing franchise divisions, refer to Appendix B – Jim’s Group of Division Record at the end of this Disclosure Document.
(b) whether the National Franchisor has offered divisional franchises for other businesses	Yes
If yes to (b): (i) a description of each such divisional 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	No
(v) misconduct	Yes
(vi) an offence of dishonesty	No
If yes for any of the above, provide details (where relevant) for each: ⁵	
Refer to Appendix C – Litigation Table for details of all current proceedings relevant to the franchise.	

(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
Refer to Appendix C – Litigation Table for details of all current proceedings relevant to the franchise.	

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
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⁵ Per subitem 4.3 of Annexure 1 of the Code
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(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

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 divisional franchisor– 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 divisional franchisor.

6. Existing franchises

6.1 Number, sorted by State, Territory or region, of:
 (a) existing franchised businesses; and
 (b) existing franchisors and franchisees; and

Refer to Appendix D – Existing Divisional Franchisors
 Refer to Appendix F – Existing Regional Franchisors & Existing Franchisees you are responsible for (if applicable)

(c) Businesses owned or operated by the National Franchisor or an associate of the National Franchisor in Australia that are substantially the same as the divisional business.

The National Franchisor only own and operate the divisional businesses listed in 3.2 (a) above.

6.2 For each existing divisional franchisor & regional franchisor:
 (a) business address, if this is not the residential address
 (b) business phone number
 (c) year when the divisional franchisor and regional franchisor started operating the franchised business

Refer to Appendix D – Existing Divisional Franchisors
 Refer to Appendix F – Existing Regional Franchisors & Existing Franchisees you are responsible for (if applicable)

6.3 However, if there are more than 50 franchises, the National Franchisor may instead give details under item 6.2 for all divisional franchisors and regional franchisors in the State, Territory, region or metropolitan area in which the franchise is to be operated.
 (a) the franchise was transferred
 (b) the franchised business ceased to operate

- (c) the franchise agreement was terminated by the National Franchisor
- (d) the franchise agreement was terminated by the divisional franchisor
- (e) the franchise agreement was not extended
- (f) the franchised business was bought back by the National Franchisor
- (g) the franchise agreement was terminated and the franchised business was acquired by the National Franchisor

Refer to Appendix D – Existing Divisional Franchisors
 Refer to Appendix F – Existing Regional Franchisors & Existing Franchisees you are responsible for (if applicable)

Note: An event may be counted more than once if more than one paragraph applies.

6.4 For each of the last 3 financial years and for each of the following events-the number of divisional franchise businesses for which the event happened:

Details of events of each of the last three years across all divisions	2021-2022	2022 -2023	2023-2024
(a) the divisional franchise was transferred	2	3	3
(b) the divisional franchised business ceased to operate	3	3	6
(c) the divisional franchise agreement was terminated by the National franchisor	2	0	0
(d) the divisional franchise agreement was terminated by the divisional franchisor	3	4	2
(e) the divisional franchise agreement was not extended	0	0	0
(f) the divisional franchised business was bought back by the National Franchisor	1	0	2
(g) the divisional franchise agreement was terminated and the divisional franchised business was acquired by the National Franchisor	2	1	3

Note: An event may be counted more than once if more than one paragraph applies.

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 regional franchisor if the information is available.

Refer to Appendix E – Finished Divisional Franchisors
 Refer to Appendix G – Finished Regional Franchisors

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).

Refer to Appendix H – Intellectual Property and item 7 of the schedule to the divisional franchise agreement.

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

	Divisional Franchisor’s rights	Divisional Franchisor’s obligations
Trade marks	The National Franchisor grants the divisional franchisor a non-exclusive, non-transferrable right to copy, use and store the intellectual property while operating the divisional business. Refer to clause 10 of the divisional franchise agreement for further details.	The divisional franchisor will use the trade marks solely in respect of the conduct of the divisional business and as directed by the National Franchisor from time to time. Approval is required before the divisional franchisor uses intellectual property for advertising. The divisional franchisor must not modify or claim ownership of the trade marks. Intellectual property brought into the divisional business by the divisional franchisor, and any improvements to the intellectual property made by the divisional franchisor, belong to the National Franchisor. Refer to clause 10 of the divisional franchise agreement for further details of the divisional franchisor’s obligations.
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 F – Intellectual Property and item 7 of the schedule to the divisional 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.

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 divisional franchisor

See clause 8.1 above.

9. Divisional Franchise site or region

9.1 Whether the divisional franchise is:

(a) for an exclusive or non-exclusive region	Exclusive
(b) limited to a particular site	Yes, limited to the division. Refer to schedule item 5 of the divisional franchise agreement.

9.2 For the divisional area of the divisional franchise:

(a) whether other divisional franchisors may own or operate a business that is substantially the same as the divisional franchised business	<p>Yes.</p> <p>Other divisional franchisors may operate a divisional business that is substantially the same as the divisional franchised business, but only within their defined division and corresponding services.</p>
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<p>(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 divisional franchised business</p>	<p>Yes.</p> <p>The National Franchisor owns and operates the following divisional businesses:</p> <ul style="list-style-type: none"> • Bin Cleaning • Construction • Conveyancing • Electrical • Energy • Fencing • Floors • Garage Doors • Glass • Handyman (formally Building Maintenance) • Heating & Cooling • Home Fresh • Mobile Mechanics • Mowing • Painting • Paving • Plumbing • Removals • Resurfacing • Roofing • Scratch & Dent Removal • Termite & Pest Control • Test & Tag (Australia) • Tree & Stump Removal
<p>(c) whether the National Franchisor or an associate of the National Franchisor may establish other divisional franchises that are substantially the same as the divisional franchise</p>	<p>Yes.</p>
<p>(d) whether the divisional franchisor may own or operate a business that is substantially the same as the divisional franchised business outside the region of the divisional franchise</p>	<p>Yes, in accordance with clause 6 (h) and item 11 of the schedule of the divisional franchise agreement.</p>
<p>(e) whether the National Franchisor may change the division or site of the divisional franchise and if so, the circumstances in which such a change may occur</p>	<p>Yes, only by mutual consent of both parties to the divisional franchise agreement.</p>

10. Supply of goods or services to a divisional franchisor

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

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).

11. Supply of goods or services by a divisional franchisor

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

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(a) restrictions on the goods or services that the divisional franchisor may supply	Yes. Refer to clause 2 of the divisional franchise agreement and section 13 of the Jim's Group Franchisor Manual (Part 1).
(b) restrictions on the persons to whom the divisional franchisor may supply goods or services	Yes. Restricted to regional franchisors and franchisees within the divisional area. Refer to clause 2 and 6 of the divisional franchise agreement.
(c) whether the divisional franchisor must supply the whole range of the goods or services of the divisional franchisor	Yes
(a) if the franchisor, master franchisor or associate will receive a rebate or other financial benefit described in paragraph (j) from one or more suppliers:	
(i) the nature of the rebate or other financial benefit received from each supplier; and	Not applicable.
(ii) the name of each business providing the rebate or other financial benefit; and	Not applicable.
(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	Not applicable.
(b) whether a rebate or other financial benefit described in paragraph (j) is shared, directly or indirectly, with the franchisee; and	Not applicable.
(c) 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	Not applicable.
(ii) a description of each direct and indirect benefit received by the franchisee.	Not applicable.

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)

11.2 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.

11.3 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.

12. Supply of goods or services—online sales

12.1 Details of whether the divisional franchisor may make available online:

(a) goods of the same type or brand	Not applicable	Not applicable
(b) services of the same type	Yes, if approved by the National Franchisor	The National Franchisors consent is required for any online advertising. Refer to clause 10 (d) of the divisional franchise agreement.

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

(a) whether the divisional franchise agreement restricts, or places conditions on, the divisional franchisor's ability to make those goods and services available online	The National Franchisor's consent is required for online advertising. Refer to clause 10 (d) of the divisional franchise agreement.
(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 divisional franchisor's use of a third party website	Yes. There are no specified restrictions or conditions by the National Franchisor on the divisional franchisor's use of third party website.
(c) the extent to which those goods or services may be supplied outside the region of the divisional franchise	Services may not be supplied outside of the division. Refer to clause 2 of the divisional franchise agreement.

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 divisional franchisors makes or expects to make, goods or services available online	Yes.

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 divisional franchisors, the following information:

(a) the extent to which those goods or services may be supplied in the region of the divisional franchise	All services available online are supplied in the divisional franchisor's division and region/s. 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 I – 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 divisional franchisor, 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 divisional franchised business;	Not applicable
(b) the divisional area in which the divisional franchised business is to operate	The division is offered to the divisional franchisor based on the availability of the division.

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

13.3 The details mentioned in item 13.2 must be provided:
 (a) in a separate document; and
 (b) with the disclosure document.

For 13.2 & 13.2, refer to Appendix K – Details of Region or Site To Be Franchised.

14. Other payments

Prepayments

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

Initial Training Fee	
why the money is required	The National Franchisor requires a payment for the Initial Training Fee which is required to be completed and passed prior to signing of the Divisional Franchisor Agreement and commencement.
how the money is to be applied	Refer to clause 6 (e) and item 4 of the schedule to the regional franchise agreement.
who will hold the money	The National Franchisor

Documentation Fee	
why the money is required	The National Franchisor requires a payment for the Documentation Fee which is for the administrative costs associated with the preparation of the franchise documentation by the National Franchisor.
how the money is to be applied	Refer to item 4(d) of the schedule to the divisional franchise agreement.
who will hold the money	The National Franchisor

14.2 The conditions under which a payment will be refunded

Not refundable

Establishment costs

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

Expenditure	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) ⁶	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					
Not applicable					
(b) equipment, fixture other fixed assets, construction, remodelling, leasehold improvements and decorating costs					
Not applicable					
(c) inventory required to begin operation					
Mobile Phone	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 telecommunications agreement or supplier	Refer to relevant telecommunications agreement or suppliers' terms and conditions.
Stationary and uniforms	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					

⁶ Per subitem 14.5 of Annexure 1 of the Code
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Business name	Business name registration with ASIC for 3 years	\$105.00 ASIC fee	National Franchisor	Upon invoice	Not refundable
(e) additional funds, including working capital, required by the divisional franchisor before operations begin					
Not applicable					
(f) other payments by a divisional franchisor to begin operations					
Training	Initial Training Fee	Refer to item 4 (b) of the schedule to the divisional franchise agreement.	National Franchisor	Prior to commencement of the Initial Training course	Not Refundable
Police Checks	Fee required for obtaining a police check	Depending on the supplier or agency chosen by the divisional franchisor	Agency the provides police checks	As directed by the supplier or agency	Not refundable
Accommodation	Accommodation for Franchisor while attending training sessions	Depending on the supplier chose by the Franchisor	Supplier	As directed by the supplier	Refer to suppliers terms and conditions
Documentation Fee	Documentation Fee	Refer to item 4(d) of divisional schedule to the regional franchise agreement.	National Franchisor	Upon invoice	Non-refundable once documents have been held by the franchisee for 14 days.
Business name processing fee	National Franchisor's processing fee for registering business name of Divisional Franchisors behalf.	\$75.00	National Franchisor	Upon invoice	Not refundable
Initial Divisional Fee (Purchase Price)	Initial Divisional Fee (Purchase Price)	Refer to item 4(a) of the schedule to the divisional franchise agreement	National Franchisor	Upon execution of the divisional franchise agreement	The payment is refundable, should a divisional franchisor exercise their right to cool off in accordance with clause 11 of the divisional franchise agreement.

Other payments

14.6 For each recurring or isolated payment payable by the divisional franchisor 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) ⁷	(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
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⁷ Per subitem 14.8 of Annexure 1 of the Code
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Initial Divisional Fee (Purchase Price)	Refer to item 4 (a) of the schedule to the divisional franchise agreement.	National Franchisor	Within 7 days of signing the divisional franchise agreement	This payment is only refundable should the divisional franchisor exercise their cooling off rights in accordance with clause 11 (a) of the divisional franchise agreement.
Monthly Fee	Refer to clause 7 and item 5 of the schedule to the divisional franchise agreement.	National Franchisor	Upon receipt of invoice	Not applicable
Regional Monthly Fee (if acting regional franchisor)	Refer to clause 7 (e) and 7 (f) of the divisional franchise agreement	National Franchisor	Upon receipt of invoice	Not applicable
National Branding Fee (if acting regional franchisor)	Refer to item 15 of the schedule to the regional franchise agreement.	National Franchisor	Upon receipt of invoice	Not applicable
Administration Fee (if actioning regional franchisor)	Refer to clause 8 and item 7 of the schedule to the regional franchise agreement	National Franchisor or to any customer contact centre	Upon receipt of invoice.	Not refundable
Franchisee Billing Fee (Bill4U) (if acting regional franchisor)	Refer to clause 8 and item 16 of the schedule to the regional franchise agreement.	National Franchisor	Upon receipt of invoice	Not refundable
Commission upon the sale of a new regional franchise	50% of the purchase price. Refer to clause 7 (g) of the divisional franchise agreement.	National Franchisor	The National Franchisor collects the total purchase price and distributes payment within 2 business days of the sale.	If a regional franchisor exercises their cooling off rights under their regional franchise agreement, then the national franchisor and the divisional franchisor must refund their portion of the purchase price.
Commission upon the resale/split of an existing regional franchise business	50% of the commission the divisional franchisor receives from the sale of a regional franchisor's business. Refer to clause 7 (g) of the divisional franchise agreement.	National Franchisor	The National Franchisor collects the total purchase price and distributes payment within 2 business days of the sale.	If a regional franchisor exercises their cooling off rights under their regional franchise agreement, then the national franchisor and the divisional franchisor must refund their portion of the purchase price.
Commission upon the sale of franchise business (if acting regional franchisor)	50% of the commission the divisional franchisor receives from the sale of a franchise business. Refer to clause 7 (i) of the divisional franchise agreement.	National Franchisor	Upon receipt of invoice	If a franchisee exercises their cooling off rights under their franchise agreement, then the national franchisor and the divisional franchisor must refund their portion of the purchase price.

Commission upon the sale of the divisional franchisor's business	20% of the purchase price, refer to clause 8 of the divisional franchise agreement.	National Franchisor	The National Franchisor collects the total purchase price and distributes payment when the sale becomes unconditional	Not refundable
Advanced Training Fee	Refer to item 4 (c) of the schedule to the divisional franchise agreement.	National Franchisor	Prior to commencement of the advanced training course.	Not refundable
Sales Services Commission (optional service)	Refer to the Sales Service agreement for terms and conditions	National Franchisor	Upon the sale of a regional franchise/franchise made by the National Franchisor	If a franchisor/franchisee exercises their cooling off rights under their franchise agreement, then the national franchisor and the divisional franchisor must refund their portion of the purchase price.
Backlist Commission (optional service)	Refer to the backlist agreement for terms and conditions	National Franchisor	Upon the sale of a regional franchise/franchise made by the National Franchisor	If a franchisor/franchisee exercises their cooling off rights under their franchise agreement, then the national franchisor and the divisional franchisor must refund their portion of the purchase price.
Technology Fee	(a) between \$18.22 - \$53 73 per month per email address hosted by the National Franchisor; and (b) \$55.00 per month per domain name/website hosted by the National Franchisor.	National Franchisor	Upon invoice	Not refundable.
Website/Domain Support	\$198.00 per hour.	National Franchisor	Upon invoice	Not refundable.
Website Creation Fee	\$3,300.00 - \$7,000.00 per website.	National Franchisor or third-party supplier (at the discretion of the Divisional Franchisor)	Upon invoice	Not refundable.
Franchisee Google by Business (GMB) setup charge	\$50 per listing	National Franchisor	Upon invoice	Not refundable.
Credit card surcharges	Up to 3% on top of the funds paid or direct debit	National Franchisor	Upon each direct debit or credit card payment	Not refundable.

The following fees the franchisee pays the Divisional Franchisor (as acting regional franchisor) who forwards the full amount to the National Franchisor:				
Warranty Fee	See clause 8 (c) and item 7 of the regional franchise agreement and item 7 of the franchise agreement	National Franchisor	Upon receipt of invoice	The payment is refundable, should a franchisee exercise their right to cool off in accordance with the franchise agreement.
Documentation Fee	See clause 8 (c) and item 7 of the regional franchise agreement and item 7 of the franchise agreement	National Franchisor	Upon receipt of invoice	The payment is refundable, should a franchisee exercise their right to cool off in accordance with the franchise agreement.
Branding Fee	See clause 8 (c) and item 7 of the regional franchise agreement and item 7 of the franchise agreement and item 8 of the franchise agreement	National Franchisor	Upon receipt of invoice	Not refundable
Technology Fee	See clause 8 (c) and item 7 of the regional franchise agreement and item 8 of the franchise agreement	National Franchisor	Upon receipt of invoice	Not refundable
Booking Confirmation Fee	See clause 8 (c) and item 7 of the regional franchise agreement and item 8 of the franchise agreement	National Franchisor	Upon receipt of invoice	Not refundable
Call Transfer Fee	See clause 8 (c) and item 7 of the regional franchise agreement and item 8 of the franchise agreement	National Franchisor	Upon receipt of invoice	Not refundable
Paging Fee	See clause 8 (c) and item 7 of the Regional Franchise Agreement and item 8 of the franchise agreement	National Franchisor	Upon receipt of invoice	Not refundable

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 divisional franchisor 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) ⁸	(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
Stamp Duty on divisional franchise agreement	As stipulated by the relevant authority	Relevant Stamp Duty office	As advised by the relevant authority	Not refundable
It is the responsibility of the divisional franchisor to investigate and bear any stamp duty costs				
Mobile Phone	Depending on the mobile phone plan chosen by the divisional franchisor	Jim's Mobile Phone or relevant telecommunications agent or supplier	Upon invoice or direct debt arrangement with the relevant	Not refundable

⁸ Per subitem 14.8 of Annexure 1 of the Code
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			telecommunications agent or supplier	
Pay for Work Guarantee (if acting regional franchisor)	Refer to clause 11, 12 and item 10 of the schedule to the franchise agreement and section 8 of the Jim's Group franchisor manual.	Franchisees who meet the set criteria in the region	weekly	Not refundable
Franchisee Advertising Fee (if acting regional franchisor)	Refer to clause 8 and item 14 of the schedule to the regional franchise agreement.	To supplier	Refer to supplier	Refer to supplier
Labour Hire Licence (if applicable) – refer to relevant state act and regulations	As stipulated by the relevant authority	Relevant Labour Hire Authority	Upon application and upon renewal	Not refundable
Accommodation	Accommodation for Franchisor while attending training sessions	Depending on the supplier chose by the Franchisor	Supplier	As directed by the supplier

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 divisional franchisor may be required to contribute the following details:

<p>The divisional franchisor may establish a marketing fund or other cooperative fund for the franchisees in the divisional area to contribute to, refer to clause 17 of the divisional franchise agreement.</p> <p>The divisional franchisor may establish a marketing fund or other cooperative fund for the regional franchisors in the divisional to contribute to and may be required to contribute to the fund if they are acting as regional franchisor, refer to clause 17 of the divisional franchise agreement.</p> <p>If the divisional franchisor is buying an established divisional franchise business, it may also be taking over the administrative responsibility of an existing marketing or other cooperative fund, for details of any such funds, refer to your sale of business agreement (if applicable).</p>

16. Financing

Not Applicable. The National Franchisor does not offer any financing to the divisional franchisor.
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17. Unilateral variation of divisional franchise agreement

17.1 The circumstances in which the National Franchisor has unilaterally varied a divisional 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 divisional franchise agreement in last 3 financial years. However, there have been unilateral changes to the Jim's Group franchisor manual (by way of divisional franchisor vote).

The details are in Appendix K – Details of Unilateral Variation.

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

The National Franchisor may unilaterally vary the divisional 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 franchise manual and franchisor manual.

18. Arrangements to apply at the end of the divisional franchise agreement

18.1 Details of the process that will apply in determining arrangements to apply at the end of the divisional franchise agreement, including:

(a) whether the prospective divisional franchisor will have an option to:	
(i) renew the divisional franchise agreement	No.
(ii) enter into a new divisional franchise agreement	Yes, subject to terms and conditions.
Process that will apply:	Refer to clause 3 of the divisional franchise agreement.
The processes the National Franchisor will use to determine whether to renew the divisional franchise agreement or enter into a new divisional franchise agreement:	<ol style="list-style-type: none"> 1. The divisional franchisor must be fully compliant with the divisional franchise agreement and all the manuals. 2. Pay any government charges. 3. The National Franchisor may conduct a referendum seeking approval from the regional franchisors to renew the divisional franchise agreement. At least 60% of the regional franchisors in the division must approve of the renewal.
(b) whether the prospective divisional franchisor will be able to extend the term of the divisional franchise agreement	Yes, subject to terms and conditions.
Process that will apply:	Refer to clause 14 of the schedule of the franchise agreement.
The processes the National Franchisor will use to determine whether to extend the term of the divisional franchise agreement:	Refer to clause 14 of the schedule of the franchise agreement.
(c) if the prospective divisional franchisor will have an option to renew the divisional franchise agreement – whether the prospective divisional franchisor 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 divisional franchisor will not be entitled to any compensation or exit payment at the end of the divisional franchise agreement if it is not renewed.

<p>(d) details of the arrangements that will apply to unsold stock, marketing material, equipment and other assets purchased when the divisional franchise agreement was entered into, including:</p> <p>(i) whether the National Franchisor will purchase the stock, marketing material, equipment and other assets</p> <p>(ii) if the National Franchisor is to purchase the stock, Marketing material, equipment and other assets-how prices will be determined</p>	Not applicable
<p>(e) whether the prospective divisional franchisor will have the right to sell the business at the end of the divisional franchise agreement</p>	No
<p>(f) if the prospective divisional franchisor will have the right to sell the business at the end of the divisional franchise agreement – whether the National Franchisor will have first right of refusal, and how market value will be determined</p>	Not applicable
<p>(g) whether the National Franchisor will consider any significant capital expenditure undertaken by the divisional franchisor during the divisional franchise agreement</p>	Not Applicable

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

Not applicable.

Please indicate the option that applies:

<p>The divisional franchisor does not have the option to renew the divisional franchise agreement</p>	No. The divisional franchisor does have the option to renew the divisional franchise agreement.
<p>The divisional franchisor cannot extend the term of the divisional franchise agreement</p>	Yes. The divisional franchisor cannot extend the term of the divisional franchise agreement.
<p>The divisional franchisor: (a) Does not have the option to renew the divisional franchise agreement; and (b) Cannot extend the term of the divisional franchise agreement.</p>	<p>No</p> <p>Yes</p>

19. Amendment of divisional franchise agreement on transfer of divisional franchise

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

The National Franchisor may amend the divisional franchise agreement, on or before the transfer (i.e. sold), or novation of the divisional franchise see clause 8 of the divisional franchise agreement.
The National Franchisor shall notify the divisional franchisor of their decision in relation to a request to transfer the divisional franchise agreement.

20. Earnings Information

The National Franchisor does not give earnings information about a divisional franchise. Earnings may vary between divisional 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 L – Director Statement of the National Franchisor signed as at the end of the last financial year (2023)

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 divisional franchisor 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 M – 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

..... acknowledge receipt of this disclosure document

dated attaching:

1. Copy of the divisional franchise agreement in the form in which it is to be executed;
2. Franchising Code of Conduct; and
3. Documents listed under attachments in the table of contents.

From the National Franchisor.

Executed by in accordance with section 127(1) of the Corporations Act 2001:

Director:

.....

Insert directors name

.....

Date

The divisional franchisor or prospective divisional franchisor 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.

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/buyingafanchise 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
Healthcare	Home help, physiotherapy, occupational therapy and nursing services to allow disabled and elderly people to be maintained in their homes.	2023	Current

JIM'S GROUP DIVISION RECORD			
Division	Description	Start Date	End Date
Insulation Services	Supply and Install of domestic and commercial insulation products'	2016	2018
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

JIM'S GROUP DIVISION RECORD			
Division	Description	Start Date	End Date
Timber Milling	The milling of logs/ timber into useful lumber	2018	2018
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

Appendix C – 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 – Existing Divisional Franchisors

6.1(a) Location Division (Region)	6.1(b) Name	6.2(a) business address, if this is not the regional franchisor's residential address	6.2(b) business phone number	6.2(c) year when the regional franchisor started operating the regional franchised business

Appendix E – Finished Divisional Franchisors (from 1 July 2021 to 30 June 2024)

Location - Division (Region)	Name	business phone number	started operating the divisional franchised business	finished operating the divisional franchised business
Year 1 - 2021 to 2022				
The divisional franchise was transferred = 2				
Jim's Diggers (Australia)	Jim Penman	0413 126 766	3/11/2017	31/07/2021
Jim's Trees (Australia & New Zealand)	Niko Kurta	0411 474 441	1/07/2012	31/07/2021
The divisional franchised business ceased to operate = 3				
Jim's Home Fresh	Frank Brancatisano	0423 061 912	1/10/2019	20/05/2022
Jim's Mobile Cafe	Jim Penman	0413 126 766	22/11/2019	28/02/2022
Jim's Real Estate	Jim Penman	0413 126 766	8/06/2021	27/08/2021
The divisional franchise agreement was terminated by the National Franchisor = 2				
Jim's Construction	Clint Bartram	0416 682 067	1/03/2019	13/08/2021
Jim's Mobile Mechanics	George Fajloun	0416 355 929	1/11/2020	21/12/2021
The divisional franchise agreement was terminated by the divisional franchisor = 3				
Jim's Home Fresh	Frank Brancatisano	0423 061 912	1/10/2019	20/05/2022
Jim's Mobile Cafe	Jim Penman	0413 126 766	22/11/2019	28/02/2022
Jim's Real Estate	Jim Penman	0413 126 766	8/06/2021	27/08/2021
The divisional franchise agreement was not extended = 0				

Location - Division (Region)	Name	business phone number	started operating the divisional franchised business	finished operating the divisional franchised business
The divisional franchised business was bought back by the National Franchisor = 1				
Jim's Trees (Australia & New Zealand)	Niko Kurta	0411 474 441	1/07/2012	31/07/2021
The divisional franchise agreement was terminated and the divisional franchised business was acquired by the National Franchisor = 2				
Jim's Construction	Clint Bartram	0416 682 067	1/03/2019	13/08/2021
Jim's Mobile Mechanics	George Fajloun	0416 355 929	1/11/2020	21/12/2021
Year 2 - 2022 to 2023				
The divisional franchise was transferred =3				
Jim's Skip Bins (Australia)	Jim Penman	0413 126 766	01/01/2014	30/11/2022
Jim's Termite & Pest Control (Australia)	Jim Penman	0413 126 766	01/03/2021	30/09/2022
The divisional franchised business ceased to operate = 3				
Jim's Driving School	Jim Penman	0413 126 766	1/09/2021	31/08/2022
Jim's Locksmiths (Australia)	Jim Penman	0413 126 766	9/11/2020	31/08/2022
Jim's Window Tinting	Jim Penman	0413 126 766	01/10/2020	31/05/2023
The divisional franchise agreement was terminated by the National Franchisor = 0				
The divisional franchise agreement was terminated by the divisional franchisor = 1				
Jim's Energy (Australia)	Niko Kurta	0411 474 441	1/07/2019	31/01/2023
The divisional franchise agreement was not extended = 0				
The divisional franchised business was bought back by the National Franchisor = 0				
The divisional franchise agreement was terminated and the divisional franchised business was acquired by the National Franchisor = 1				
Jim's Energy (Australia)	Niko Kurta	0411 474 441	1/07/2019	31/01/2023
Year 3 - 2023 to 2024				
The divisional franchise was transferred =3				
Jim's Mobile Mechanics	Nick Nassis	0418 352 542	21/12/2021	29/02/2024
Jim's Dog Wash (Australia)	Sharon Connell	0421 810 284	01/08/2027	30/06/2024

Location - Division (Region)	Name	business phone number	started operating the divisional franchised business	finished operating the divisional franchised business
Jim's Dog Wash (New Zealand)	Sharon Connell	0421 810 284	01/08/2027	30/06/2024
The divisional franchised business ceased to operate = 6				
Jim's Heating and Cooling (Australia)	Jim Penman	0413 126 766	19/04/2017	28/02/2024
Jim's Bin Cleaning	Jim Penman	0413 126 766	01/08/2018	17/04/2024
Jim's Floors (Australia)	Jim Penman	0413 126 766	13/01/2020	10/11/2023
Jim's Home Fresh	Jim Penman	0413 126 766	01/06/2023	09/05/2024
Jim's Paving (Australia Division)	Jim Penman	0413 126 766	01/10/2017	31/12/2023
Jim's Security Doors	Taner Turkyilmaz	0400 136 919	01/10/2020	31/07/2023
The divisional franchise agreement was terminated by the National Franchisor = 0				
The divisional franchise agreement was terminated by the divisional franchisor = 2				
Jim's Beauty	Ming Zhao	0449 616 037	01/11/2023	31/03/2024
Jim's Pet Patrol (Australia)	Sharon Connell	0421 810 284	01/03/2021	21/06/2024
The divisional franchise agreement was not extended = 0				
The divisional franchised business was bought back by the National Franchisor = 2				
Jim's Dog Wash (Australia)	Sharon Connell	0421 810 284	01/08/2027	30/06/2024
Jim's Dog Wash (New Zealand)	Sharon Connell	0421 810 284	01/08/2027	30/06/2024
The divisional franchise agreement was terminated and the divisional franchised business was acquired by the National Franchisor = 3				
Jim's Pet Patrol (Australia)	Sharon Connell	0421 810 284	01/03/2021	21/06/2024
Jim's Dog Wash (Australia)	Sharon Connell	0421 810 284	01/08/2027	30/06/2024
Jim's Dog Wash (New Zealand)	Sharon Connell	0421 810 284	01/08/2027	30/06/2024

Appendix F – Existing Regional Franchisors & Franchisees in the Division

Regional Franchisors

Location - Division (Region)	Name	Business address, if this is not the regional franchisor's residential address	Business phone number	Year when the regional franchisor started operating the regional franchised business
Not applicable				

Franchisees

Location - Division (Territory)	Name	Business address, if this is not the franchisee's residential address	Business phone number	Year when the franchisee started operating the franchised business
Not applicable				

Appendix G – Finished Regional Franchisors in the Division (from 1 July 2020 to 30 June 2023)






Regional Franchisors


Location - Division (Region)	Name	business phone number	started operating the regional franchised business	finished operating the regional franchised business
Not applicable				




Franchisees

Location - Division (Territory)	Name	business phone number	started operating the franchised business	finished operating the franchised business	Reason franchisee finished
Not applicable					

Appendix H – 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	30/09/2034
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

Appendix I – 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://jmsgaragedoors.com.au/contact-us/
Jim's Glass	http://www.jmsglass.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 Home 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.jimslife coaching.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/

Appendix J – Details of Region or Site to be Franchised

In accordance with clause 13 of the Competition and Consumer (Industry Codes – Franchising) Regulations 2014

1. The division or site to be franchised has not been subject to a divisional business operated by a previous divisional business granted by the National franchisor.

Or if the region has been previously owned

1. The division or site to be franchised has been subject to a divisional business operated by a previous divisional franchisor granted by the National franchisor.
2. The details of the divisional business (include name of previous divisional franchisor, type of business, period of operation and any other relevant information)

Insert previous owner entity (reason they left example: Sold or Surrendered) – From start date to end date.

Insert previous owner entity – From start date to current.

2. The previous divisional business will cease to operate upon the commencement of the Divisional Franchisor (delete if not a resale / split sale)

Appendix K – 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.
May 2024	Changes to the Jim's Group Franchisor Manual approved by referendum April 2024.
January 2024	Changes to the Jim's Group Franchisor Manual approved by referendum January 2024.
November 2023	Changes to the Jim's Group Franchisor Manual approved by referendum September 2023.
November 2023	Changes to the Jim's Group Franchisee Manual approved by referendum September 2023.
September 2023	Changes to the Jim's Group Franchisor Manual approved by referendum August 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.
January 2022	Changes to the Jim's Group Franchisor Manual approved by referendum in December 2022.
October 2021	Changes to the Jim's Group Franchisee Manual approved by referendum on 11 October 2021.
July 2021	Changes to the Jim's Group Franchisee Manual approved by referendum on 2 July 2021.
July 2021	Changes to the Jim's Group Franchisor Manual approved by referendum on 19 July 2021.
April 2021	Changes to the Jim's Group Franchisee Manual approved by referendum on 8 April 2021.
April 2021	Changes to the Jim's Group Franchisor 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.
October 2020	Changes to the Jim's Group Franchisor Manual approved by referendum on 20 October 2020 and 9 September 2020.
September 2020	Changes to the Jim's Group Franchisor Manual approved by referendum 27 August 2020.
September 2020	Changes to the Jim's Group Franchisee Manual approved by referendum on 16 September 2020.
July 2020	Changes to the Jim's Group Franchisor Manual approved by referendum 15 May 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 Franchisor Manual approved by referendum on 8 July 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 Franchisor Manual approved by referendum on 28 February 2019.
March 2019	Changes to the Jim's Group Franchisee Manual approved by referendum on 28 February 2019.
18 September 2018	Changes to the Jim's Group Franchisor Manual approved by referendum on 14 September 2018.
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 November 2017.
9 January 2018	Changes to the Jim's Group Franchisor Manual approved by referendum on November 2017.

12 April 2017	Changes to the Jim's Group Franchisee Manual approved by referendum on 9 March 2017.
11 April 2017	Changes to the Jim's Group Franchisor Manual approved by referendum on the 10 April 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).
October 2013	Rewrite of the whole Regional Franchisor Manual.

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



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AUSTRALIA
Phone: +61 3 9780 9998
Fax: +61 3 9780 9987
www.jims.net

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 M – Jim’s Group Pty Ltd Independent Auditor’s Report



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INDEPENDENT AUDITOR’S REPORT TO THE DIRECTOR AND MEMBERS OF JIMS GROUP PTY LTD

Report on the director’s statement

We have audited the statement by the director (“the statement”) of Jim’s Group Pty Ltd (the entity) dated 30 October 2024 made for the purposes of fulfilling the requirements of Item 21 of Annexure 1 to the Franchising Code of Conduct.

Director’s responsibility for the statement

The director of the company is responsible for the preparation and fair presentation of the statement which has been prepared as at 30 June 2024 to reflect the debts of the entity at that date, and the ability of the entity to meet these debts as and when they fall due over the 12 month period from that date. The director’s responsibility also includes designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the statement that is free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Auditor’s responsibility

Our responsibility is to express an opinion on the statement. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the disclosures in the statement. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the director, as well as evaluating the overall presentation of the statement.

Our procedures involved such tests and procedures as we considered necessary in the circumstances. Our procedures included examination, on a test basis, of evidence supporting the reasonableness of assumptions and procedures used by the director in forming the opinion as at 30 June 2024 whether there are reasonable grounds to believe the entity will be able to pay its debts as and when they fall due over the 12 month period from 30 June 2024.

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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 N – 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.

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