

This document follows from the Purchase order forms and serves as:-

- a)--- Terms and conditions of the [Business License](#).
 - b)--- Explains more details about the Business.
 - c)--- Allows for any changes or extra requests during training. (See bottom page 5)
- SPA = Spray Pave Australia Pty Ltd. H/O = Head office.**

-----a) and b)-----

- 1) This business is a License system, giving you full control over how, when, where or if you want to work. There is no H/O control, regulations or fees over your business. You make all the decisions and keep all the profits. SPA have a team of trainers, offering training and support systems for the entire business for LIFE! We have the experience, tools, strategies and systems for your success. You can follow them or not. Any start-up business will have risks, however we have removed most of them, [plus offer three Guarantees 20\), 21\) and 22\)](#). You have full professional support, with unrestricted growth to earn as much as you chose to, or can strive for? Your business success can only be built up with your own effort, self-advertising, likeable sales technique, referrals from quality jobs.
- 2) The Spray Pave name and logo has proven extremely valuable over many years in some regions. Many customers view you as a respected, credible and professional national home brand, Est 1991. It's use is optional.
- 3) SPA teach the application in a range of material suppliers, also ways to make some of your own materials. Pros and Cons of different suppliers. Licensee has free choice where to purchase materials including from SPA.
- 4) The optional customer contract has evolved over many years and proven extremely valuable, offering much legal protection with work quality, limit of liability and security of payment issues. Customers value the 7year guarantee. Specific conditions relating only to this industry to protect both parties are included.
- 5) SPA utilize [3 Australian Insight call centres](#), plus H/O, which service customers 24/7/365. Leads are sorted by customer postcodes. Then are allocated to active Licensees (23) postcodes and sent to your SMS and Email.
- 6) Business purchase price includes return airfare and accommodation for one person to attend 3 days training in Adelaide. Any extra expenses of:- 2nd + person/s airfare/s and accommodation, equipment freight, etc (See bottom for examples of extras) are added to cost. These costs are payable in full, during the Adelaide 3 days training.
- 7) A 6 calendar day cooling off period commences from the earlier of:- a) Receipt of 1st deposit or b) Licensee E.P.P. application form approved or c) 6 days before training. Full refund is offered less \$750 administration fee, plus any expenses to date ie:- Sales commission, Travel, Marketing, Booked trainers, EPP assignment fee.
- 8) 12mts insurance (optional fee at purchase) SPA require ABN and registered business name certificate before application forms are forwarded to Licensee for self-lodging. Fees paid by SPA. Insurance covers :- a) Public liability \$10mil b) Loss of equipment \$5,000 c) Loss of income via accident only 24/7, \$500 p/w, 104 weeks.
- 9) Equipment is freighted after paid in full. Allow 1 week for delivery after payment. Allow for freight costs.
- 10) Customer interest free finance is via a 3rd party finance company, under an SPA umbrella agreement. There is no customer interest, however there are fees added to the price, just like any larger retail item purchase.
- 11) Business success may also be dependent upon Licensee motivation and / or customer friendly personality. Therefore funds in reserve or another income stream may be required until business is self-funding. These funds should cover all usual household expenses, plus business start-up. ie:- Materials; E.P.P; (if accepted); Equipment; Marketing, etc.
- 12) Support for life! The 6 days training (3 days H/O + 3 days on your own job-site) is designed as an introduction only to the 6+ trade services plus over 50 subjects. Lifetime support via ph & email, is offered on a reactive basis (after you contact H/O) and integral for complete learning of all business aspects. Support, including the many forum links, (Clause 14) is required over the following years for full knowledge, so is available whenever required. Should any litigation commence by either party, all support and forum access will cease. Full knowledge of the 6+ trades can only really be achieved, after years of actual customer contracted / paid jobs.
- 13) 3 days follow-up on-site training is available with 14 days notice, within the first 12 months. Licensee to complete at least 2 practice jobs prior, to ensure some basic familiarization with equipment and materials. Licensee to arrange job-site and all equipment. Any further training after the 3 days may have associated H/O fees.
- 14) The online Yahoo forum offers many photos, video links, advertising examples and any latest know relevant updates. Also a range of equipment and material suppliers. Much of this information must be followed, combined with H/O support and completing many actual customer jobs, to achieve full knowledge of the 6+ trades and business profits.
- 15) SPA will establish a web page for each Licensee, after at least 12 of your own photos are forwarded to H/O.
- 16) Licensee consents SPA, to use any communication, letters, photos etc, or self- promotion for SPA marketing.
- 17) SPA may offer a **marketing territory**, defined by postcodes. Many customers could be a drive away, so why be restricted where you work? So there is **no working territory**. To keep your marketing territory, simply remain an active Licensee as per (23) otherwise your territory may be offered to another Licensee. You would self-advertise in your own territory yet work anywhere. Regular self-advertising, staying motivated and completing quality jobs, with a pleasing personality so customers recommend you is the best way to grow your business, regardless of territory.
- 18) Licensee offers indemnity to SPA against any 3rd party claim for, liability, debt or loss as a result of (and not limited to) Licensee unprofessionalism, misrepresentation, uncompleted work or not serviced guarantee.



- 19) SPA :- a) Engage and fund a local marketing campaign for each new Licensee, only if that extra module is purchased? A minimum of 20 customer leads are forwarded to new Licensee via SMS and email, then that local marketing will cease. Local marketing may also cease earlier if Licensee is not active as per clause (23).
b) The SPA call centres may receive more leads after the above paid local marketing has ceased. If leads are received from a region with an active Licensee (23), they may be forwarded to that Licensee. **Leads are free for life!**
- 20) **Minimum 20 Guaranteed customer leads** available with business. (\$2,500 optional fee at purchase). Leads is a customer request for a quote or more information and is not a guaranteed job; Generally in surrounding area; No guarantee when marketing starts (unless noted) or time frame to receive all 20+ leads. Marketing may start during training or when equipment is ready. Leads may also include other services. Ie:- Minor repairs, H/P cleaning; Brick cleaning, Waterproofing, Epoxy, Grinding or polishing concrete. Any lead is also an opening to up-sell further works after an onsite quote / sales presentation of all services available. Leads are sent via SMS and email. Admin fee of \$38.50 per lead only applies if Licensee choses to continually promote 1800 688 888.
- 21) **Three levels of Guaranteed work on signed contracts.** These have extra fees. They are customer signed contracts returning up to \$36,000 Gross pa. H/O will market and quote customers on your behalf, then forward you the signed contracts. Details and conditions on [page 10 of the information pack.](#) Available anytime after training.
- 22) **Guaranteed income** of at least \$100,000 net, is for the first 12 mts. Is a money back / full refund of all funds paid to SPA. Excluding equipment, freight and extra person/s fees. Simply comply with all conditions in the [operators manual \(and on web site\)](#) and clause 23) If your business does not net \$100,000 (after expenses and before tax) after the first 12 months, forward all the information to H/O for verification. If approved you will be refunded all your purchase price. T&C's is a list of actions that have returned profits for determined, self-driven other Licensees.
- 23) An active Licensee:- Returns H/O and customer calls within 24 hours; Averages 2 jobs p/mt, forwards evidence of photos, address, dates etc each 3 months to H/O. Then quarterly; Ie:- 6 jobs each quarter. Has never altered the EPP; Addresses guarantee claims. Otherwise, keeps regular H/O contact with verbal/text updates of jobs, business status etc
- 24) Dispute resolution procedure:- If initiated by SPA or assignee:- Is outlined within the E.P.P. agreement.
Dispute resolution procedure:- If initiated by Licensee:- Licensee must notify SPA in writing within 7 days of the dispute, or other issues arising. Giving details of dispute? Required actions to resolve? Where such actions have been noted and agreed to? If after 21 days from notice, dispute remains unresolved, the Licensee freely agrees to arrange and fund mediation in Adelaide. Jurisdiction for all mediation or litigation will be Sth Aust. 28)
- 25) Sale of business has no fees or restrictions from SPA. Selling Licensee may compile their own list of all equipment, materials, training and support etc. Plus a list of all completed jobs as new owner holds guarantee over them and any current contracts. New owner may take over sellers EPP payments, only after new EPP application is approval by SPA.
- 26) SPA training includes guides to Government regulations. Licensee to keep abreast of and comply with all latest Government regulations. Licensee acts as their own independent operator and excludes SPA from any liability regarding the following regulations. Including but not limited to:- Advertising; Sales contract; Insurances; Consumer rights; Contractor Licensing; EPA; Employing staff; Occupational Health and Safety; Fair work Act.
- 27) Sale or closure of SPA. In the unlikely event that SPA were to ever sell or cease trading for any reason. Nothing would effect each independent Licensee from continuing to trade as they are. Offering you further security by not being connected in an undesirable event and confirmation of your own truly genuine independent business.
- 28) Both parties freely submit themselves to the exclusive jurisdiction of the courts of (SA) and the exclusion of any other state or territory courts. In respect of disputes, whether under the contract or in respect of the contract. Any actions arising shall be instituted, heard and determined only in a court of Adelaide, S.A.
- 29) Signing Page 1 of the Business License Investment, or signing page 3/3 of the Easy Payment Plan agreement, is also freely accepting this page 4 and 5 of the C.T.D. document as inclusive of the entire agreement.

----- c)-----

<p>You can request any extras or changes. Just note them below before or at training, for a SPA representative to sign them off as accepted, if approved? with any charges? All full contract T & C's are binding, regardless of requesting changes or not.</p> <p>Examples:- Extra night's in Adelaide / 2nd person's fees / Vary dispute procedure / Vary or extra postcodes /Vary marketing or leads / Specific training topics / Extra follow-up training / Vary web page / Boating dates or after hours activities ☺ etc</p>	
1)	\$
2)	\$
3)	\$

<p>If approved? The above requests will be signed as authorised by the following Spray Pave Representative:-</p>		
<p>Name and signature of Spray Pave Rep' :-/.....</p>	<p>Name and signature of new Licensee:-/.....</p>	<p>Date approved:-/...../20.....</p>
<p>Spray Pave Australia Pty Ltd</p>	<p>Business License Investment</p>	<p>Confirming The Details (CTD) Page 5</p>