

This document serves as: a) Terms and conditions of the [purchase order](#) ; b) Explains more details about the business. c) Allows for any changes or extra requests before starting your new business. Any extras or contract changes can be authorised at training. SPA = Spray Pave Australia Pty Ltd. H/O = Head office.

- 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\)](#). Which means you have full professional support, with unrestricted growth to earn as much as you can strive for?
- 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. Operator 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 7 year guarantee. Specific conditions relating only to this industry to protect both parties are included.
- 5) SPA utilize 3 outsourced call centres which service customers 24/7/365 Australia wide. Leads are sorted by customer postcodes. Then are allocated to active operator (23) postcodes and sent to your SMS and Email.
- 6) 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 3 days training programme.
- 7) A 5 calendar day cooling off period commences from the earlier of :- a) Receipt of deposit or b) Operator S.P.P. application form approved or c) 5 days before training. Full refund is offered less \$750 administration fee, plus any expenses to date ie:- Sales commission, Travel, Marketing, Booked trainers, SPP assignment fee.
- 8) 12mts insurance (optional fee at purchase) SPA require new operator ABN and registered business name certificate before application forms are forwarded to operator for self-lodging. Fees paid by SPA. Insurance covers:- a) Public liability \$10mil b) Loss of equipment \$5,000 c) Loss of income 24/7, \$500 p/w, 104 weeks.
- 9) Equipment is freighted after paid in full. Usually arrives 1 week after training. 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) Funds in reserve or another income stream may be required before your business is self-funding. These funds should cover your usual household expenses, plus business start-up. ie:- Materials, equipment, marketing, etc.
- 12) Support for life! The 5 days training (3 days H/O + 2 days on your own job-site) is designed as an introduction only to the 6+ trade services and over 50 topics of marketing, legal issues, office admin', customer finance, equipment, products etc. Lifetime support via ph & email, is offered on a reactive basis and is integral for complete learning of all business aspects. Support, including the many Yahoo forum links, (Clause 14) is required over the following years for full comprehension, 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) 2 days, on-site training (not free labour) is available with approx' 10 days notice, anytime in the first 6 months. Operator to arrange job-site and all equipment. Further on-site training/support may have associated H/O fees.
- 14) The online Yahoo forum offers many photos, contacts, video links, advertising examples and any latest know relevant updates. Much of this information must be followed, combined with H/O support and completing many actual customer jobs, to achieve full knowledge and understanding of the 6+ trades etc.
- 15) SPA may establish a web page for each operator. Photos are not authenticated, regular updates are suggested.
- 16) Operator consents SPA, to use any communication, letters, photos etc, or self- promotion for SPA marketing.
- 17) SPA may offer a **home marketing territory**, which is defined by postcodes. Many new customers are referral and could be a distance away, so why be restricted where you work? So there is **no restrictive working territory**. Each operator would only conduct marketing in their own home territory, yet work wherever their customers request them. Completing quality jobs, with a pleasing personality so customers recommend you as an active operator (23), is the best way to grow your business, regardless of territory.
- 18) Operator offers indemnity to SPA against any 3rd party claim for, liability, debt or loss as a result of (and not limited to) operator unprofessionalism, misrepresentation, uncompleted work or not serviced guarantee.

- 19) SPA :- a) Engage and fund a marketing campaign for each new operator. (If extra module is added at purchase). A minimum of 20 customer leads are forwarded to new operators via SMS and email, then marketing will cease. Marketing may also cease earlier if operator is not active as per clause (23).
 b) The SPA call centres may receive more leads after the above paid marketing has ceased. If leads are received from a region with an active operator (23), they may be forwarded to that operator. **Leads are free for life!**
- 20) **Minimum 20 Guaranteed customer leads** come with the 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; Marketing may start before training, or when operator is ready to start with time and equipment. No guarantee when leads commence or time frame to receive all 20. May also include any of these other services:- Minor repairs, H/P cleaning; Brick cleaning, Waterproofing, Epoxy 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 of \$38.50 per lead only applies if operator choses to continually market 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 after training.
- 22) **Guaranteed income** of at least \$100,000 net, is for after 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 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 operators.
- 23) An active operator:- Returns H/O and customer contacts within 24 hours; Averages 1 job p/mt; Has never altered the SPP; Addresses guarantee claims; Is contactable with a "willing and open for business" attitude.
- 24) Dispute resolution procedure:- If initiated by SPA or assignee:- Is outlined within the S.P.P. agreement. Dispute resolution procedure:- If initiated by operator:- Operator 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 operator freely agrees to arrange and fund mediation in Adelaide. Jurisdiction for all mediation or litigation will be South Australia.
- 25) Sale of operator business has no fees or restrictions from SPA. The operator may offer a list of all items, training and support. A list of all completed jobs as new owner holds guarantee over them, plus any current contracts.
- 26) SPA training includes guides to the following Government regulations. Operator to keep abreast of and comply with all latest Government regulations. Operator 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.
- 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 operator 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 the purchase order (Page 1) or signing the support payment plan (SPP) agreement. (SPP Pages 1,2,3) Is freely accepting this page 4 and 5 C.T.D. document and the purchase order as the entirety of the agreement.

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| 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 contract T & C's are binding, regardless of requesting changes or not. | |
| Examples:- Extra night in Adelaide / 2nd person etc coming to training / Variation to equipment / Different or extra postcodes Date to start marketing / Specific training topics / Follow-up training / Boating dates or after hours activities 😊 etc | |
| 1) | Charge \$ |
| 2) | Charge \$ |
| 3) | Charge \$ |

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| If approved? The above requests will be signed as authorised by the following Spray Pave Representative:- | | |
| Name of operator/s seeking requests:- | Name and signature of Spray Pave Representative:-/..... | Date approved:-/...../20..... |