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FRANCHISE AGREEMENT

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"Franchisee" means [] and its permitted successors and assigns.

"Franchisor" means _____ and its successors and assigns.

"GST" means goods and services tax pursuant to the Goods and Services Tax Act 1985 and its statutory amendments.

"initial equipment and supplies" means the equipment and supplies specified in schedule 5.

"intellectual property" means all of the trade marks and trade names, trade dress or get-up, signage, decor and colour schemes designed for the system, and copyright materials, know-how, trade secrets and other intellectual property rights of all kinds belonging to or under the control of the Franchisor and used in connection with the system.

"joint advertising fee" means the joint advertising fee specified in clause 8 of schedule 1 (together with GST).

"manager" means the person specified in clause 13 of schedule 1 or such other person as may otherwise be agreed between the Franchisor and the Franchisee from time to time.

"manual" means the manual compiled by the Franchisor to describe the system together with all amendments and variations to it and supplementary material from time to time advised or provided by the Franchisor.

"penalty interest" means the rate of interest specified in clause 9 of schedule 1 payable upon all amounts of money from time to time outstanding from the Franchisee to the Franchisor under this agreement, calculated daily from the due date for payment until the actual date of payment.

"royalties" means the royalties specified in clause 6 of schedule 1 (together with GST).

"services" means the services which the Franchisee is entitled, pursuant to the franchise, to provide to customers in accordance with the system as more particularly described in the manual.

"system" means the Franchisor's method and system for the development and operation of the business of providing lawn mowing services as set out in the manual including (without limitation) the intellectual property.

"term" means the term of this agreement as specified in clause 2 of schedule 1.

"territory" means the area specified in Clause 4 of Schedule 1 and depicted in the map annexed as Schedule 4.

"trade marks" means the trade marks particulars of which are specified in clause 18 of schedule 1 and such other trade marks as may be specified in writing by the Franchisor from time to time.

"trade names" means the trade names particulars of which are specified in clause 19 of schedule 1 and such other trade names as may be specified in writing by the Franchisor from time to time.

"transferee" means a permitted transferee of the business, including (without limitation) the franchise, in accordance with clause 19.

1.2 Headings

Clause and other headings are for reference only and do not affect the interpretation of this agreement.

1.3 Persons

Words importing the singular include the plural, and words referring to persons include bodies corporate and unincorporate and, in each case, the reverse.

1.4 Clauses and schedules

References to clauses and schedules are references to clauses and schedules of this agreement respectively. The provisions and conditions contained in the schedules are part of this agreement.

1.5 Parties

References to parties are references to parties to this agreement.

1.6 Obligations

Any obligation not to do anything is deemed to include an obligation not to allow that thing to be done.

2 GRANT OF FRANCHISE

Subject to this agreement, the Franchisor grants to the Franchisee a non-exclusive right to use the system in connection with the operation of the business in the territory during the term.

3 PAYMENTS

3.1 In consideration of the Franchisor granting the franchise the Franchisee agrees to pay to the Franchisor:

- (a) the franchise fee (together with GST) of the amount and in the manner specified in clause 5 of schedule 1;
- (b) the royalties (together with GST) of the amount and in the manner specified in clause 6 of schedule 1;
- (c) the administration fee (together with GST) of the amount and in the manner specified in clause 7 of schedule 1;
- (e) the joint advertising fee (together with GST) of the amount and in the manner specified in clause 8 of schedule 1;
- (f) any other payments as specified elsewhere in this agreement;
- (g) all GST payable on all payments under this clause 3 and for purchases from the Franchisor or other suppliers and any other payments as directed by the Franchisor; and
- (h) penalty interest on all amounts of money from time to time outstanding from the Franchisee to the Franchisor under this agreement.

- 3.2** All payments which the Franchisee shall be required to pay whether in accordance with clause 3.1 or otherwise specified in this Agreement shall be separate to and not in substitution for any other payments that may be required to be paid pursuant to this Agreement.
- 3.3** All payments by the Franchisee are to be made without any set off or deduction.
- 3.4** All payments required to be made by the Franchisee pursuant to this Agreement shall be reviewed by the Franchisor on each renewal date and at 4 yearly intervals from the commencement date during the term and any subsequent term and the Franchisor shall, acting reasonably, be entitled to increase any payments. In no case shall any of the payments, once reviewed, be less than the payments payable as at the commencement date.

4 COMMENCEMENT AND OPERATION OF BUSINESS

4.1 The Franchisee agrees to:

- (a) ensure that adequate finance including working capital is at all times available to enable it to commence and carry on the business;
- (b) commence the business by the commencement date;
- (c) employ not more than 2 employees at any time, in addition to the Franchisee or the manager if the Franchisee is a company, to assist the Franchisee in the operation of its business, provided always that such employees must first be approved by the Franchisor. The Franchisor retains the right to approve the terms and conditions of engagement of any such employee, which must be consistent with the terms of this Agreement and otherwise as reasonably required by the Franchisor.
- (d) subscribe to a mobile phone plan and at all times during normal business hours carry their mobile phones with them and ensure that these phones are turned on and fully operational.
- (e) submit to credit checks by the Franchisor at any time during the term of this Agreement or any renewal.
- (f) submit to random drug-testing when required by the Franchisor and ensure that any employees of the Franchisee agree to submit to random drug-testing as part of the terms and conditions of their employment with the Franchisee. The Franchisee will require any of its employees to undergo random drug-testing when required by the Franchisor.

4.2 Conduct of Franchisee

- (a) The Franchisee, the manager (if any) and any employees of the Franchisee must be of good character and must not during the term indulge in unethical conduct or acts of moral turpitude.
- (b) The Franchisee must not at any time during the term or after its expiration or termination be a party to any act, matter or thing by which the goodwill, trade or business of the Franchisor or of any of its franchisees may be prejudicially affected.
- (c) The Franchisee must immediately report to the Franchisor any complaints or problems that arise between the Franchisee and the Franchisee's customers.

- (d) The Franchisee shall immediately report to the Franchisor details of any customers that cancel their contracts with the Franchisee including the name and address of the customer, any complaints or problems that may have arisen that those customers and the reasons given to the Franchisee by the customer for such cancellation.

4.3 Manager

Where the Franchisee is not an individual, for the purpose of administrative efficiency the Franchisee agrees to appoint one natural person as the manager of the Franchisee's business. The manager must be appointed on the following basis:

- (a) where the Franchisee is a company the manager must be a director or shareholder of that company; or
- (b) where the Franchisee comprises two or more persons engaged in business as a partnership (or other business entity) the manager must be one of those persons; and
- (c) The Franchisee must not employ as manager in the business any person who has not been suitably trained and who has not been previously approved in writing by the Franchisor.

4.4 Authorisation of manager

The manager is to be authorised by the Franchisee to liaise with the Franchisor, to conduct negotiations, enter into any agreement, and conduct any transaction on behalf of and so as to be binding upon the Franchisee, and generally (and without limitation) to carry on business dealings with the Franchisor as if the manager were the Franchisee in its own right.

4.5 Independent operator

The Franchisee must conduct and carry on the business in accordance with the procedures and requirements of the system as specified in the manual, and any advice from time to time given by the Franchisor in accordance with this agreement, and in particular (and without limitation) agrees to:

- (a) ensure that its customers are at all times afforded a high standard of efficient, friendly and polite service;
- (b) devote such appropriate time, attention and effort as the Franchisor may in its absolute discretion require, and use its best endeavours to promote and conduct the business in the mutual business interests of the Franchisor and the Franchisee; and
- (c) endeavour at all times to attain the highest standards for presentation and operation of the business.

4.6 Supervision of business

The business must at all times be supervised personally by the Franchisee or the manager.

4.7 Credit facilities

The Franchisee must enter into agreements where necessary to use Bankcard, Visa and such other credit cards and EFTPOS facilities as are specified by the Franchisor.

4.8 Maintenance and replacement of equipment and vehicle

The Franchisee must keep any equipment including vehicle, used by the Franchisee for the purposes of the business properly maintained and in attractive, safe, clean and tidy condition to the high standards specified by the Franchisor from time to time. The Franchisee must promptly remedy any damage or abnormal wear or tear to any part of such equipment or vehicle and replace them, at the Franchisee's cost, when reasonably required by the Franchisor.

4.9 Vehicle Signage

The Franchisee agrees to have any vehicle used in connection with the business signwritten in such manner as the Franchisor requires using only such signs containing the trade marks, trade names, and designs as the Franchisor directs. The Franchisee must not alter, cover up, obliterate or in any way cease to use the identifying materials without the express written consent of the Franchisor, nor can the Franchisee use or display in connection with the business any signs or materials to which the Franchisor objects.

4.10 Uniform

The Franchisee and all employees shall wear uniforms containing the Franchisor's logo at all times when undertaking the Franchisee's business and shall ensure that the uniforms are kept in a good and clean order. The Franchisee shall purchase their own uniforms incorporating templates provided by the Franchisor at Hawkes Bay Embroidery or as otherwise specified by the Franchisor from time to time.

4.11 Opening hours

The Franchisee must operate the business on such days and during such hours as specified in the manual or as otherwise agreed with the Franchisor. As at the commencement date of this agreement the Franchisee must be available to carry out the services required for the business for the minimum number of hours per week and the minimum number of weeks per year specified in clause 10 of Schedule 1.

4.12 Inability to operate business

If for any reason the Franchisee cannot operate the business in accordance with clause 4.11 it must advise the Franchisor. The Franchisor will then have the opportunity of providing competent employees to enable the business to be carried on. If employees are provided by the Franchisor, the Franchisee must reimburse the Franchisor upon demand for the wages and reasonable expenses of such employees, according to the Franchisor's usual rates of pay.

5 NON-COMMENCEMENT OF BUSINESS

5.1 Failure to commence business

Should the Franchisee fail to carry out all necessary preparations for the commencement of the business by the commencement date the Franchisor may decide in its sole discretion to:

- (a) terminate this agreement by giving written notice of termination with immediate effect;
- (b) retain 30 per cent of the franchise fee as the sum agreed by the parties as necessary to cover the expenses incurred by the Franchisor. In the event the Franchisor has delivered the initial equipment and supplies specified in Schedule 5 to the Franchisee, the Franchisor shall also be entitled to retain the amount specified in Schedule 5 being the agreed value of such equipment and supplies ; and

- (c) return the balance of the franchise fee to the Franchisee.

5.2 No further rights

Upon termination of the agreement and return of the balance of the franchise fee to the Franchisee pursuant to clause 5.1 neither party will have any further rights or remedies against each other under this agreement.

6 INITIAL EQUIPMENT AND SUPPLIES

6.1 Listed supplies

Prior to the commencement date the Franchisor must provide to the Franchisee the initial equipment and supplies specified in schedule 6, the cost of which are included in the franchise fee.

6.2 Stationery

The Franchisor will supply the Franchisee with stationery including invoice books, reporting forms, business cards and any other material required at cost price plus such reasonable margin for handling as shall from time to time be determined by the Franchisor.

6.3 Changes in prices

The Franchisor will not change its prices for supplies made pursuant to clause 6.2 without first giving to the Franchisee at least seven days' written notice except where changes are required or necessary because of some unusual or abnormal circumstance.

6.4 Failure to supply

The Franchisor will not be in any way liable for failure to, or delay in, supply pursuant to clause 6.1 or clause 6.2 if such failure or delay is due to any factor beyond the reasonable control of the Franchisor.

7 ATTENDANCE AT TRAINING COURSES

7.1 Initial training

Prior to the commencement date the Franchisee must attend and arrange for those of its employees who are nominated by the Franchisor to attend an initial training course organised by the Franchisor at the location and for the period specified in clause 11 of schedule 1.

7.2 Additional training

During the term the Franchisee, and such of the Franchisee's employees as may be nominated by the Franchisor, must attend training seminar programmes and refresher courses organised by the Franchisor at such times as may reasonably be required by the Franchisor.

7.3 Costs of training

- (a) The Franchisor will pay for the cost of the initial training.
- (b) The cost of providing the training referred to in clause 7.2 (if any) is to be paid by the Franchisor.
- (c) The full cost of travel, accommodation, food, drink and incidental expenses for the Franchisee and the Franchisee's employees to attend training must be paid by the Franchisee.

7.4 Training of Franchisee employees

Except as provided by clauses 7.1 and 7.2 the Franchisee is responsible for training of employees in accordance with the manual.

7.5 Franchisee meetings

The Franchisor may arrange meetings of its franchisees in order to promote good relations between them and to discuss matters of mutual interest and methods of improving the efficiency and standard of operation of the business. These meetings will be held at the same time as training sessions, and expenses will be borne in the same manner as prescribed in clause 7.3(c).

7.6 Attendance at meetings

The Franchisee must attend, and make all reasonable efforts to arrange for such of its employees as are approved by the Franchisor to attend, each meeting of the Franchisor's franchisees. The costs of travel, accommodation, food, drink and incidental expenses incurred in connection with such attendance are to be paid by the Franchisee.

8 MANUAL, ADVICE AND ASSISTANCE

8.1 Manual

The Franchisor shall provide to the Franchisee written material in the form of a manual outlining the rules and guidelines for operation of the business in accordance with the system, together with copies of all amendments made from time to time. The Franchisee agrees to follow this material which is incorporated into this agreement. The Franchisee agrees to keep the material confidential pursuant to clause 17. The material may be modified from time to time by the Franchisor. This material at all times remains the property of the Franchisor and upon termination or expiry of this agreement must be returned to the Franchisor together with any copies made.

8.2 Advice and Assistance

The Franchisor shall advise or procure advice for the Franchisee, to the extent considered reasonable by the Franchisor, regarding marketing and administration of the business including consultation (including consultation with the manager) and advice as to the selection, training and supervision of staff (if necessary); bookkeeping; invoicing, advertising and the day-to-day operation of the business.

8.3 Franchise assessment fee

With prior written notification to the Franchisee of its amount, the Franchisor is entitled to charge a reasonable franchise assessment fee for any unusual or special advice or assistance given by the Franchisor which is inordinate in amount, frequency or complexity.

9 REFERRAL OF WORK BY THE FRANCHISOR

9.1 The Franchisor shall during the period of 12 months from the commencement date provide the Franchisee with sufficient new business which shall provide the Franchisee with an average gross weekly turnover of the sum set out in clause 12 of Schedule 1.

9.2 For the avoidance of any doubt the Franchisor does not guarantee the specified gross weekly turnover each week but rather that the amount is calculated as a weekly average over the term of the guarantee.

9.3 In order to achieve the guaranteed average gross weekly turnover, the Franchisee must be available to undertake work provided by the Franchisor for at the least the number of hours

per week and for at least the number of weeks per year specified in clause 10 of schedule 1 and must not turn down any work referred by the Franchisor.

- 9.4** If the Franchisee turns down any job referred by the Franchisor during the period of 12 months from the commencement date, then the average gross weekly turnover guaranteed by the Franchisor shall reduce by an amount of 50% of the quoted value (exclusive of GST) of that job from the date the job is offered until the end of the 12 month period.
- 9.5** The Franchisor will use its best endeavours to improve and promote the goodwill of the business and public demand for the services of the Franchisee and will use its best endeavours to continue to refer new business to the Franchisee after the first 12 months of the term of this agreement.
- 9.6** For each new client referred to the Franchisee by the Franchisor after the initial 12 months of the term of this agreement, the Franchisee shall pay to the Franchisor a one off referral payment, which is in addition to all other payments required by this agreement, of the amount specified in clause 15 of schedule 1.
- 9.7** The Franchisee shall have the option of either accepting or rejecting any new business referred by the Franchisor after the initial 12 months of the term of this agreement, provided that if the Franchisee accepts the referral, they shall be required to make the payment specified in clause 9.6.
- 9.8** For the avoidance of any doubt, although the Franchisor will use its best endeavours to continue referring new business to the Franchisee after the completion of the initial 12 months of the term of this agreement, the Franchisor does not provide any guarantee in respect of the Franchisee's gross weekly turnover for any period of the term of this agreement (or any renewals) after the initial 12 month period.

10 ADVERTISING BY THE FRANCHISOR

10.1 Application of joint advertising fees

The Franchisor must apply the joint advertising fees received from the Franchisee and its other franchisees to arranging such national and local marketing, promotion and advertising of the franchise operation as the Franchisor may in its sole discretion consider appropriate (including, without limitation, television, radio, newspaper and magazine advertising, signage, point of sale material, postal and leaflet campaigns, and sponsorship). The Franchisor will not be entitled to retain or release any amount of the joint advertising fee other than in accordance with this clause 10.1 or as otherwise agreed with the Franchisee.

10.2 Promotional material

The Franchisor must provide the Franchisee with advertising and promotional material (including, without limitation, business cards and leaflets) at cost price plus such reasonable management margin as the Franchisor from time to time determines.

11 ADVERTISING BY THE FRANCHISEE

11.1 Publications

The Franchisee must, at its own expense, arrange placement of:

- (a) advertisements for the business in newspapers and magazines within the territory; and
- (b) listings for the business in the white and the yellow pages of the Telecom telephone directory.

11.2 Trade marks

Subject to clause 11.6 the Franchisee must affix or use the trade marks on all stationery, cards, signs and business forms, and on all other advertising materials used in connection with the business.

11.3 Advertising and promotion

The Franchisee agrees to fully cooperate with the Franchisor and participate in all advertising plans and promotional campaigns conducted by the Franchisor for the benefit of the franchise operation.

11.4 Purchase of promotional products

The Franchisee must purchase from the Franchisor any products incidental to such advertising plans and promotional campaigns at such price as is reasonably determined by the Franchisor.

11.5 Joint advertising fee

The Franchisor must pay the joint advertising fee as required by clause 3(e).

11.6 Approval of advertising

The Franchisee agrees not to erect or display any signage, or use any stationery, leaflets or other materials in connection with the business, or carry out any marketing, promotion or advertising, without the prior written approval of the Franchisor, which approval may be given subject to such directions as the Franchisor thinks fit.

12 BOOKS AND RECORDS**12.1 Accounting and trading records**

The Franchisee must keep up-to-date and accurate accounting and trading records and statistical information to show the financial and commercial position of the business, and upon request by the Franchisor agrees to produce or permit representatives of the Franchisor to inspect and take copies of such records.

12.2 Annual financial return

The Franchisee must prepare a balance sheet and profit and loss account for each annual fiscal accounting period of the business during the term in accordance with accounting standards prescribed by the Franchisor as at balance dates approved by the Franchisor, and agrees to supply copies of each to the Franchisor within 60 days of the end of each such period.

12.3 Inspection

The Franchisee agrees to permit the Franchisor through its duly authorised representatives and agents to inspect the Franchisee's business operations, premises and equipment at regular intervals to ensure that the Franchisee is carrying out the provisions of this agreement.

12.4 Audit

The Franchisor may from time to time at its own cost require the accounts of the Franchisee to be audited by an independent auditor. If any audit or inspection discloses that in the opinion of the independent auditor the Franchisee's books of account and record are not in order and are inaccurate then the following provisions shall apply:

- (a) the Franchisee shall be liable to pay to the Franchisor the costs incurred by the Franchisor for obtaining such audit or inspection within 7 days of receipt of a copy of the independent auditor's invoice from the Franchisor;
- (b) the Franchisor shall be entitled to serve upon the Franchisee a notice of termination of this agreement in accordance with clause 21.

13 INSURANCE

13.1 Franchisee to insure

The Franchisee must take out the insurance policies for the risks set out in clause 13 of schedule 1 with such an insurer and for such amounts and cover as may be approved by the Franchisor from time to time, such approval not to be unreasonably withheld.

13.2 Notification of franchisor as policy holder

The Franchisee must cause each policy of insurance arranged pursuant to this clause to include notification on the policy of the name of the Franchisor as policy holder.

13.3 Certificate of currency

The Franchisee must ensure that the Franchisor is at all times provided with a certificate of currency from such insurer in respect of each insurance policy arranged pursuant to this clause.

13.4 Observance of conditions

The Franchisee must at all times observe the conditions of such policies and produce to the Franchisor on demand the policies and the receipts for the payment of premiums.

13.5 Avoidance of insurance

The Franchisee must not do anything which may cause the insurance to be ineffective.

13.6 Franchisor may insure

If the Franchisee fails to comply with clauses 13.1 to 13.5 the Franchisor may at its option obtain insurance cover. The cost of such insurance is to be paid by the Franchisee to the Franchisor together with penalty interest from the date of payment by the Franchisor to the date of reimbursement by the Franchisee.

13.7 Group insurance

In the event that the Franchisor arranges any group insurance schemes for its franchisees at reduced premium rates the Franchisee is entitled to participate in any such group insurance schemes.

14 INTELLECTUAL PROPERTY

14.1 Registered user

If the Franchisor considers it necessary, the parties will cooperate in making application for registration of the Franchisee at the Franchisee's expense as a registered user of such of the trade marks as are or become registered in the territory.

14.2 Use of trade marks

The Franchisee shall use the trade marks only in connection with the system according to directions given by the Franchisor.

14.3 Advertising

The Franchisee may use the trade marks and the trade names in connection with advertising campaigns and other promotional activities in the territory on condition that:

- (a) the Franchisee obtains the prior written approval of the Franchisor to any advertising campaigns, promotional activities, advertising media and material; and
- (b) the Franchisee provides to the Franchisor samples of all material on which the trade marks or trade names are used on reasonable notice prior to publication or distribution.

14.4 No dealing with trade marks

The Franchisee recognises the Franchisor's title to the trade marks and trade names and will not at any time do anything which may in any way adversely affect the rights of the Franchisor in the trade marks and the trade names. The Franchisee acknowledges that it does not acquire any title to or interest in the trade marks or the trade names adverse to the Franchisor, it being the intention of the parties that the use of the trade marks and trade names by the Franchisee will at all times be for the benefit of the Franchisor.

14.5 Misuse of trade marks

Except as provided in this agreement the Franchisee agrees not to, at any time either during the term of this agreement or after its expiration or termination, use or seek registration of any trade mark, trade name, labelling or packaging design, company or business name which incorporates or includes, or is substantially identical to, or deceptively or confusingly similar to, any of the Franchisor's trade marks or trade names, or the Franchisor's labelling or packaging designs.

14.6 Infringement

In the event that any infringement of the rights of the Franchisor in any of the trade marks or trade names comes to the notice of the Franchisee during the term, the Franchisee agrees promptly to notify the Franchisor in writing and to join with the Franchisor at the request and at the expense of the Franchisor in taking such steps as the Franchisor may deem advisable against the infringement or otherwise for the protection of its rights.

14.7 Notice to the franchisor

In the event that it comes to the notice of the Franchisee during the term that use of any of the trade marks or trade names infringes or allegedly infringes the rights of others, the Franchisee agrees not to make any admissions or enter into any settlement or take any substantive step in connection with the trade marks or trade names but must promptly notify the Franchisor in writing.

15 RENEWAL

15.1 Compliance with terms

The Franchisee may, by three months' written notice to the Franchisor prior to expiry of the initial period of the term and each of the renewal periods specified in clause 2 of schedule 1, seek renewal of this agreement for each respective period. The Franchisor agrees to grant each renewal of this agreement on the terms and conditions then used by the Franchisor including (where appropriate) this covenant for renewal, on condition that:

- (a) the Franchisee first pays all amounts payable under this agreement, has not breached it and has given three months' prior written notice to the Franchisor that it wants to renew this franchise; and
- (b) the Franchisor is operating franchises after the expiry of the present term.

15.2 Further term not available

If the Franchisee is unable to obtain a renewed franchise as a consequence of the Franchisor no longer operating franchises then the provisions of clause 23 will not apply.

16 OTHER FRANCHISEES

16.1 Non-exclusive territory

The Franchisee acknowledges that the Franchisor is entitled to grant such franchises of the system to other persons or companies either within or outside of the Territory as it may in its sole discretion determine and to enter into agreements similar to this with such other persons or companies including (but without limiting the Franchisor's discretion) in the event of:

- (a) termination of this agreement by the Franchisor pursuant to clause 21;
- (b) determination by the Franchisor that existing demographic data or actual comparative experience or other reasonably based financial assertions indicate that there is an opportunity for an additional franchise in the territory without detracting substantially from the business conducted by the Franchisee; or
- (c) determination by the Franchisor that its acquisition of the business of an existing competitor of the Franchisee and establishment of such business as a franchise of the system will not detract substantially from the Franchisee's business.

17 CONFIDENTIAL INFORMATION

17.1 System

The Franchisee acknowledges that the system is confidential and is the sole property of the Franchisor. The Franchisee shall not during this agreement or afterwards use, divulge or communicate to any person any confidential information concerning the practice, dealings, transactions or affairs of the Franchisor which may have been acquired by the Franchisee pursuant to the performance of its responsibilities under this agreement.

17.2 Disclosure

The Franchisee must use good judgment and discretion to limit disclosure of the system to its agents, contractors or employees strictly according to the need for disclosure only to the extent necessary to enable them to carry out their duties with respect to the performance of this agreement.

17.3 Employees

The Franchisee must use its best endeavours to prevent disclosure of the system by its agents, contractors or employees. For this purpose the Franchisee must ensure as a condition of, and prior to, appointment or employment that such agents, contractors or employees execute a confidentiality undertaking in the form annexed as schedule 3.

17.4 Survive termination

Clauses 17 and 23 remain in force and effect after the expiry or termination of this agreement.

18 DIRECTORS' GUARANTEES

Where the Franchisee is a company within the meaning of the Companies Act 1993, every director of the Franchisee must enter into a joint and several guarantee of the performance of this agreement and an undertaking as to confidentiality and non-competition in the form annexed as schedule 3.

19 ASSIGNMENT

19.1 Limitations on assignment

The Franchisee must not sell, sub-franchise, mortgage, encumber or declare itself trustee of the franchise or any rights conferred under this agreement, the assets of the business or the lease of the premises. The Franchisee may, with the Franchisor's prior written approval, which approval will not be unreasonably withheld, transfer or assign the franchise together with the business subject to the conditions set out in this clause 19.

19.2 Right of first refusal

Prior to accepting any offer from a proposed transferee for acquisition of the franchise and the business, the Franchisee must first offer them for sale to the Franchisor on terms no less favourable than that offer. The Franchisee may enter into a contract to sell the franchise, the business conditional upon the Franchisor's rejection within 30 days of its first option to purchase under this clause 19.2, and upon the Franchisor's written approval for the sale to the transferee, which approval will not be unreasonably or arbitrarily withheld. If the Franchisor rejects the option it agrees that it will grant to the proposed Franchisee a new franchise agreement upon similar terms and conditions to the then current franchise agreement used by the Franchisor for a period equal to the unexpired term of the franchise agreement. If the proposed transferee does not complete the purchase for any reason, the Franchisor will continue to have the first option created by this clause.

19.3 Suitable transferee

The proposed transferee must have good moral character and reputation, a satisfactory credit rating, and adequate business, marketing and other relevant experience and be suitable, in the Franchisor's opinion, in all other respects to undertake the business.

19.4 Training of transferee

Prior to an approved transfer taking effect, the transferee must arrange to undertake initial training as then required by the Franchisor of its new franchisees. The cost of such training, other than the cost of travel, accommodation, food, drink and incidental expenses, is to be paid by the Franchisor.

19.5 Franchisee's payments

The Franchisee will pay all money due and satisfy in full all obligations to the Franchisor, and agrees to pay the Franchisor's reasonable legal and other costs for the assignment.

19.6 Training by Franchisee

If required by the Franchisor, the Franchisee will undertake to train the transferee for a period of one week.

19.7 Condition of transfer

The proposed transferee must enter into and execute a new franchise agreement on the terms and conditions contained in the Franchisor's then current form of franchise agreement (but excluding the payment of any franchisee fee) prior to settlement of the proposed transfer.

19.8 Transfer of shares of franchisee

A transfer of the business to a company by which the effective control remains with the controlling person or the original persons involved in the Franchisee, or a transfer of the business from one shareholder or partner to the other shareholder or partner, is not a sale of the business for the purposes of clause 19 if the transferor and the transferee are both controlling persons. Where the Franchisee is a company, any transfer or issue of shares within that company or its holding company which is sufficient to change effective control of

the Franchisee company by the controlling person will be deemed for the purposes of this agreement to be a sale in terms of clause 19.

19.9 Discharge of obligations

Upon complying with the above conditions, the Franchisee has no further obligations under this agreement except that the Franchisee remains bound by the confidentiality undertaking contained in clause 17 and the undertaking as to non-competition contained in clause 23. The Franchisor by its written approval of the transfer has no further liability under the Franchise. The Franchisee will sign a general release of the Franchisor if requested.

19.10 Assignment by individual

The Franchisor may in its discretion permit the spouse or adult child or children of the Franchisee to take an assignment of the franchise and any other rights conferred by this agreement. Such assignment is subject to clause 19.3 and 19.4.

19.11 Death or disability of controlling person

If the controlling person dies or is mentally or physically incapacitated such that his or her ability to perform the obligations of the franchise agreement is significantly impaired (as certified by a registered medical practitioner appointed by the Franchisor) then the personal representatives of the controlling person must decide by notice to the Franchisor within three months of the death or certification whether the franchise should be carried on by a relative or beneficiary of the controlling person.

If the personal representatives do not give notice within the three-month period then a purchaser for the franchise is to be sought promptly so that if the Franchisor does not exercise its right of first approval under clause 19.2, a suitable purchaser for the franchise will be found within six months of the death or certification. If required by the personal representatives the Franchisor will promptly provide a manager for the franchise for the three- or six-month period. The Franchisor will be paid a fee for the manager equal to the manager's salary, accommodation, travel and living expenses plus a further fee of 50 per cent of the sum of those items, plus GST, payable monthly. If the franchise is not assigned or sold within the respective three- and six-month periods then the Franchisor may withdraw the services of the manager, terminate the franchise, and purchase the franchise business at its then market value agreed between the parties or, failing agreement between the parties within 10 days of notice of the proposed value by the Franchisor, settled pursuant to clause 33 (Dispute resolution).

The Franchisor is entitled to possession of the franchise at the end of the ten-day period by placing its proposed value for the franchise business on deposit with an independent third party in the joint names of the Franchisor and the Franchisee to be released upon determination of the value and in such proportion as the valuation renders appropriate.

19.12 Franchisor's right to assume management

To ensure that the provisions of this clause 19 are complied with, the Franchisee irrevocably and unconditionally consents to the Franchisor assuming management of the business in trust for the Franchisee in the event of any purported transfer in breach of this clause 19.

20 CORPORATE FRANCHISEE

Where the Franchisee is a company within the meaning of the Companies Act 1993, the following conditions apply:

- (a) any change or appointment of directors of the Franchisee must first be approved by the Franchisor, but the Franchisor will not unreasonably withhold its approval to any appointment or change which will not be harmful to the mutual business interests of the Franchisee and the Franchisor; and

- (b) the Franchisee must not issue or repurchase any shares, and no transfer of shares in the Franchise may take place without the Franchisor's prior approval which will not be unreasonably withheld.

21 TERMINATION

21.1 Grounds for termination

This agreement may be terminated by the Franchisor immediately on notice to the Franchisee, if the Franchisee:

- (a) fails to commence operation of the business on or before the commencement date;
- (b) being a company, goes into liquidation, has a receiver or statutory manager appointed, or is wound up otherwise than for the purpose of a reconstruction approved by the Franchisor, or a meeting is called for the purpose of considering the appointment of a liquidator;
- (c) being a natural person, commits any act of bankruptcy or has a receiver or manager appointed over all or any of the Franchisee's property;
- (d) proposes or enters into any scheme of arrangement or composition with its creditors;
- (e) is convicted of any serious criminal offence;
- (f) commits a breach of this agreement or any other agreement entered into between the parties and (if the breach is capable of being rectified) fails to rectify such breach within seven days of notice from the Franchisor requiring rectification of it;
- (g) (notwithstanding paragraph (f)) fails to pay money due under this agreement within 14 days from the due date for payment;
- (h) being a natural person, becomes of unsound mind, or addicted to intoxicating liquor or drugs to such extent as to lose the power of self-control;
- (i) allows any distress or execution to be levied on its real or personal property;
- (j) being a partnership, the partnership is terminated or dissolved, or if any change occurs in the membership of the partnership without the Franchisor's prior written approval, or if any member of the partnership commits an act of bankruptcy (if a natural person) or is placed in liquidation (if a company);
- (k) purports to declare or acknowledge that all or any part of the tangible or intangible assets of the business are held upon trust for another party;
- (l) has any judgment entered against it and fails to satisfy such judgment within 14 days;
- (m) fails to operate the business during all reasonable and normal business trading hours as provided by clause 4.11;
- (n) fails to report to the Franchisor as required by clause 12; or
- (o) fails to comply with any quality or operations standards or guidelines issued by the Franchisor.

21.2 No release from obligations

Termination of this agreement does not relieve the Franchisee from liability for prior breaches of the agreement or of its obligations to pay all money owed by it to the Franchisor on any account whatsoever, which money is payable immediately upon termination notwithstanding that the date for payment of the money may not have arrived.

22 ACTION UPON TERMINATION

22.1 Immediate steps upon termination

Upon expiry or termination of this agreement for any reason, all rights of the Franchisee granted by this agreement terminate and the Franchisee will not be entitled to receive any rebate or refund of the whole or any part of the money paid pursuant to this agreement. The Franchisee appoints the Franchisor to be its attorney for the purpose of taking any steps necessary to determine the rights of the Franchisee under this agreement in the event of expiration or termination. In such event the Franchisee must immediately comply with the following requirements:

- (a) the Franchisee will pay to the Franchisor all outstanding money payable under this agreement;
- (b) the Franchisee will stop all use of the system (which includes the intellectual property);
- (c) if required by the Franchisor, the Franchisee will remove, obliterate or cover up all and any signage, decor and other features associated with the system;
- (d) the Franchisee will terminate any registration, record or public entry which indicates any association of the Franchisee with the Franchisor;
- (e) the Franchisee will return to the Franchisor (without retaining copies of them) the manual and all other material, unused stationery, invoices, notes, data, instructions and other papers, samples, materials and property supplied by the Franchisor or other of its franchisees to the Franchisee or to any third party;
- (f) the Franchisee will grant to the Franchisor first option to take over the Franchisee's telephone and facsimile numbers and any other numbers used by customers to contact the Franchisee (subject to any necessary third-party consents); and
- (g) the Franchisee will grant to the Franchisor a first option, at the Franchisor's election, either:
 - (i) to take over the assets of the business inclusive of goodwill established by the Franchisee at such price as the parties may agree or, failing agreement, as may be fixed by arbitration; or
 - (ii) to purchase the products owned by the Franchisee at the same price that the products were charged to the Franchisee, less a reasonable deduction for depreciation.

22.2 Purchase of business

If the Franchisor decides to acquire the business in accordance with clause 22.1(g)(i) then the Franchisee will give possession of the business immediately on the Franchisor exercising its right and the purchase price must be paid within 30 days of such price being determined.

22.3 Purchase of products

If the Franchisor decides to purchase the products owned by the Franchisee in accordance with clause 22.1(g)(ii) then the Franchisee will deliver the products to the Franchisor immediately on the Franchisor exercising its right and the purchase price must be paid within 30 days.

22.4 Right of re-entry

The Franchisee agrees to allow the Franchisor or its representatives to enter onto any premises of the Franchisee without notice to give effect to this clause 22 without the Franchisor being liable for damage or compensation. The Franchisor or its representatives are entitled to remove from the premises any products which have been purchased from the Franchisor and for which payment has not been received.

23 RESTRAINT ON COMPETITION**23.1 Restraint upon termination**

The Franchisee agrees that it will not, for the period of years specified in clause 16 of schedule 1 following the expiration or termination of this agreement, be directly or indirectly concerned or interested in any capacity whatsoever in any business conducted in competition with the business of the Franchisor (or its other franchisees) within the area specified in clause 16 of schedule 1, or from any premises occupied for the purposes of the business as at the date of expiry or termination of this agreement.

23.2 Restraint during term outside territory

The Franchisee agrees that it will not, during the term (or any period in renewal or extension of it), except with the prior written approval of the Franchisor, be directly or indirectly concerned or interested in any capacity whatsoever in any business conducted in competition with the business of the Franchisor (or its other franchisees) outside the territory.

23.3 Restraint during term in territory

During the term (or any period in renewal or extension of it) the Franchisee will not, without the prior written approval of the Franchisor, either directly or indirectly conduct any other business in goods or services other than the business as permitted from the premises.

23.4 No damage to goodwill

The Franchisee will not, during the term (or any period in renewal or extension of it) or at any time following its expiry or termination for any reason, disparage or do anything calculated to damage the Franchisor's or any other franchisee's goodwill, reputation or intellectual property rights.

23.5 Separate restraints

It is declared that the restraints and restrictions provided in this agreement each operate as a separate and independent obligation of the Franchisee and are not affected by any invalidity in any other restraint or restriction contained in this agreement.

24 NO JOINT VENTURE**24.1 Independent proprietor**

The Franchisee agrees to conduct the business as an independent proprietor in its own name. Nothing in this agreement makes the Franchisee an agent, partner, joint venturer, subcontractor, agent or employee of the Franchisor. All invoices, letters and other papers used in the Franchisee's business must clearly indicate the Franchisee's independent proprietorship and state that the business is carried on under franchise from the Franchisor in such manner as the Franchisor from time to time requires.

24.2 No unauthorised representations

The Franchisee agrees not to make any representation, statement or warranty concerning the Franchisor, the franchise operation or the business which is not expressly authorised by this agreement or otherwise by the Franchisor in writing.

25 COSTS**25.1 Preparation of agreement**

The Franchisee must pay all of the Franchisor's reasonable costs and disbursements relating to the preparation of this agreement, including any stamp duty payable.

25.2 Enforcement

The Franchisee must pay to the Franchisor upon demand any costs incurred by the Franchisor in remedying any default of the Franchisee under this agreement or in enforcing any provision of this agreement.

26 OTHER CONTRACTS

Prior to entering into any contracts relating to the business conducted by the Franchisee for any amount exceeding the sum of \$5,000.00 (including, without limitation, franchise or licence agreements, leases, hire agreements, finance agreements, service agreements and proposed purchases of equipment), the Franchisee must supply the Franchisor with details of such contracts in order to satisfy the Franchisor that those contracts do not conflict with the business or the lease of the premises.

27 TAXES

The Franchisee must pay all taxes from time to time payable in respect of the business including payment of Pay As You Earn (PAYE) tax upon all wages, salaries and other payments made to employees of the Franchisee. If the Franchisee fails to comply with the requirements of this clause, the Franchisor may at its option pay any such taxes due and recover such sums together with penalty interest on those sums.

28 COMPLIANCE WITH LEGISLATION

The parties to this agreement shall do such things as are necessary to comply with all relevant national and local legislation in New Zealand including (without limitation) the Commerce Act 1986 and the Fair Trading Act 1986, and agree to use their best endeavours to ensure that the terms and conditions contained in this agreement are enforceable under such legislation.

29 INDEMNITY BY FRANCHISEE

The Franchisee must pay all bills and debts and satisfy all obligations and liabilities incurred in the operation of the business, and will indemnify the Franchisor upon demand against such bills, debts, obligations and liabilities. The Franchisee also indemnifies the Franchisor upon demand against all obligations and liabilities (including legal fees incurred in defending the Franchisor against any legal action or proceeding) incurred by reason of any act, admission or omission of the Franchisee, its agents, contractors or employees, or by reason of any injury or damage sustained by any person, or to any property upon the premises.

30 NON-WAIVER

Failure by the Franchisor at any time to enforce any provision of this agreement is not a waiver of such provision and does not affect the validity of this agreement.

31 NO WARRANTIES

31.1 Acknowledgments by franchisee

The Franchisee acknowledges that in the negotiations for and prior to having signed this agreement:

- (a) the Franchisee has carefully read and understood the provisions of this agreement;
- (b) the Franchisee has obtained independent professional legal and financial advice with respect to its intention to enter into this agreement and has fully considered that advice; and
- (c) the Franchisee has recognised that the business venture contemplated by this agreement involves business risks and that its success will be affected by the Franchisee's ability as an independent business entity.

31.2 No guarantees

In giving advice to and assisting the Franchisee in establishing the business, the Franchisor bases its advice and recommendations on experience actually obtained in practice but is not making or giving to the Franchisee any representations, inducements, guarantees or warranties as to profitability, expected returns or business prospects of the Franchisee beyond provision of information concerning the success or lack of success experienced by the Franchisor and its other franchisees in operating the franchise.

31.3 Restrictive covenants necessary

Having regard to the background paragraphs and other provisions of this agreement, each of the restrictive covenants contained in this agreement is reasonably necessary for the protection of the Franchisor, its intellectual property rights, and other franchisees of the Franchisor, and does not unreasonably interfere with the freedom of action of the Franchisee.

32 PARTIAL INVALIDITY

The invalidity of any part of this agreement will not affect the enforceability of the rest of this agreement.

33 DISPUTE RESOLUTION

If there is any dispute between the parties concerning this agreement, or as to any matter in any way connected with or arising out of the operation of the business or the rights, duties or liabilities of either party in connection with the business or the premises, then the dispute must be referred to the arbitration of two arbitrators, one to be appointed by each party to the difference, or to an umpire to be appointed by the arbitrators, such arbitration to be in accordance with the Arbitration Act 1996 and its amendments.

34 FORCE MAJEURE

In the event of inability of either party to perform its obligations under this agreement by reason of strike, lockout, riot, industrial action, fire, storm, tempest, operation of law or other cause beyond the control of that of either party, each party shall be released from its obligations under this agreement, but without prejudice to any pre-existing claim, liability or responsibility in respect of this agreement.

35 NOTICES

All notices and other communications required or permitted under this agreement must be in writing and delivered personally, sent by registered post (within New Zealand), or sent by facsimile transmission (and promptly confirmed by registered post or, in the case of overseas mail, by air courier service). Any such notice will be deemed given when so

delivered personally, or if sent by facsimile transmission on the next following business day in the country in which it is received, or the next day after sending by registered post within New Zealand at the addresses set out in clause 17 of Schedule 1 (or at such other address for a party as is specified by like notice). The Franchisee shall maintain a facsimile machine on an independent line for notices under this agreement.

Not For Public Use

SCHEDULE 1

SPECIFICATIONS

- 1 Commencement date:**
- 2 Term**
 - (a) Initial period: Four (4) years
 - (b) Renewal period: one (1) right of renewal of four (4) years
- 3 Premises**
- 4 Territory** Hawke's Bay Region
- 5 Franchise fee:** \$10,000.00 plus GST payable on signing of the Agreement
- 6 Royalties:** \$391.67 plus GST per month payable monthly in advance by direct debit or automatic payment to the Franchisors nominated bank account or as otherwise directed by the Franchisor from time to time.
- 7 Administration fee:** \$10.00 plus GST per week payable monthly in advance by payment of \$43.33 plus GST per month by direct debit or automatic payment to the Franchisors nominated bank account or as otherwise directed by the Franchisor from time to time.
- 8 Joint advertising fee:** \$15.00 plus GST per week payable monthly in advance by Payments of \$65.00 plus GST by direct debit or automatic payment to the Franchisor's nominated bank account or as otherwise directed by the Franchisor from time to time
- 9 Penalty interest rate:** 12.5% per annum
- 10 Opening hours** a minimum of 37.5 hours per week for a minimum of 48 weeks per year
- 11 Initial training**
 - (a) Location of training: at any reasonable place specified by the Franchisor
 - (b) Duration of training: Two (2) weeks
- 12 Average gross weekly turnover:** \$1,000.00 + GST per week averaged over 12 months.
- 13 Manager:**

14 Insurances

- (a) Public liability: Standard public liability policy in the names of both the Franchisor and the Franchisee for not less than \$1,000,000.00 including extensions for products sold and product liability.
- (b) Burglary/theft: Burglary and theft policy for an amount sufficient to cover all of the Franchisee's equipment and stock of the products on the premises or elsewhere for their full replacement value.
- (c) Fire: Fire and extraneous perils policy for an amount sufficient to cover all equipment and stock on the premises or elsewhere for their full replacement value.
- (d) Motor vehicle: Fully comprehensive motor vehicle policy over all motor vehicles (if any) used by the Franchisee or the Franchisee's employees in the course of conducting the business for their full replacement value.
- (e) Loss of profits: Loss of profits policy indemnifying the Franchisee against the loss of not less than six months' profits.
- (f) Accident and illness: Personal accident and illness policy to cover the living expenses of the Franchisee or (if the Franchisee is a company) of any director actively involved in the business, and the wages of any employee required to replace the Franchisee or such director should the Franchisee or such director be incapacitated.
- (g) Goods in transit: Insurance for all products in transit from the Franchisor to the Franchisee.
- (h) Other: Such other insurance policies as the Franchisor may from time to time reasonably consider necessary.

15 Referral payment: **a sum being equivalent to 200% of the quoted cost to the customer of the job referred**

16 Restraint on competition

- (a) Area of restraint: within the region of Hawkes Bay
- (b) Duration of restraint: Two (2) years

17 Addresses

- (a) Franchisor:
- (b) Franchisee:

18 Trade marks

19 Trade names: _____

20 Controlling person

- (a) Name:
- (b) Contact details:

SCHEDULE 2**COVENANT BY EMPLOYEE
CONFIDENTIALITY UNDERTAKING**

I, *full name of agent, contractor or employee* of *address of agent, contractor or employee, occupation of agent, contractor or employee* covenant with *name of Franchisee* in consideration of the agreement by *name of Franchisee* to enter into a contract with me, that I *full name of agent, contractor or employee*:

- 1** will not during my contract or at any time thereafter disclose to any person any of the know-how in the business of *name of Franchisee*, all of which I acknowledge to be confidential information, including without limitation any such information concerning the practice, dealings, transactions or affairs of *name of Franchisee* which I may acquire pursuant to the performance of my responsibilities under that contract of *name of Franchisee*;
- 2** shall not during my employment by *name of Franchisee* or for a period of *two years* from termination of such employment be concerned or interested in any capacity whatsoever in any business conducted in competition with the business of *name of Franchisee*, *name of Franchisor* or any other franchise of the *name of system* franchise operation.

I confirm that this undertaking is enforceable by the Franchisor pursuant to section 4 of the Contracts (Privity) Act 1982.

Signature

SCHEDULE 3

DEED OF GUARANTEE

In consideration of the grant by the Franchisor of the franchise under this agreement, of which this undertaking forms part, the covenantors agree as follows:

1 Guarantee

The covenantors jointly and severally:

- (a) unconditionally undertake to the Franchisor, its successors and assigns, as primary obligation as if they were themselves the Franchisee, the performance by the Franchisee of any payments required by this agreement;
- (b) agree with the Franchisor that, throughout the term of the franchise agreement (including any renewal or extension of it), the covenantors will cause the Franchisee to conduct the business in accordance with the franchise agreement, and will do everything necessary to preserve and keep in force and effect the corporate existence and good standing of the Franchisee.

2 Unconditional undertaking

2.1 Not released

The covenantors will not be released from this undertaking by reason of any extension of time, compromise, renewal, indulgence, release or discharge granted by the Franchisor to the Franchisee.

2.2 Continuing undertaking

The undertaking in clause 1 of this schedule is a continuing one and the Franchisor is not bound to exercise or exhaust its remedies under the franchise agreement, before being entitled to enforce the undertaking.

2.3 Acceptance of terms

The covenantors have all read all of the terms and conditions of the franchise agreement and this undertaking is binding upon them notwithstanding that the franchise agreement or this deed be in any way irregular or defective.

2.4 Unconditional undertaking

The covenantors acknowledge that this undertaking is unconditional, and that no representations have been made to them affecting their liability under it, and agree that it is in addition to and not in substitution for any other undertaking, indemnity or guarantee held, or which in the future may be held, by the Franchisor.

.5 Covenantors bound

Each covenantor is bound notwithstanding that another of them may not be so bound by reason of lack of capacity or power or otherwise.

3 Confidentiality

The covenantors acknowledge that all information of whatever nature regarding the system contained in the manual and otherwise disclosed to the Franchisee or the covenantors is confidential and remains the sole property of the Franchisor. The covenantors must not, during the term of the franchise agreement (including any renewal or extension of it) or afterwards, use or disclose to any person any confidential information concerning the practice, dealings, transactions or affairs of the Franchisor which may have been acquired

by the Franchisee or the covenantors pursuant to the performance of the Franchisee's responsibilities under the franchise agreement.

4 Non-competition

The covenantors must not during the term of the franchise agreement (including any renewal or extension of it) or for a period of [one] year afterwards:

- (a) be concerned or interested in any capacity whatsoever in any business conducted in competition with the business of the Franchisor or its other franchisees within the territory or from any premises occupied for the purposes of the business conducted by the Franchisee as at the date of expiry or termination of the franchise agreement; or
- (b) disparage or do anything calculated to damage the Franchisor's or any of its other franchisees' goodwill or reputation or the Franchisor's intellectual property.

The restraints and restrictions contained in this deed operate as a separate and independent obligation of the covenantors and are not affected by an invalidity in any one or more of the other restraints or restrictions contained in this deed.

Names and addresses of covenantors

SIGNED AS A DEED

SIGNED by <i>covenantor</i>	)	
in the presence of	)	
	)	
	)	
<i>signature, address and</i>	)	)
<i>occupation of witness</i>	)	

SCHEDULE 4

TERRITORY

Hawke's Bay Region

Not For Public Use

SCHEDULE 5
INITIAL EQUIPMENT AND SUPPLIES

Nil

Signatures to franchise agreement

SIGNED by

as Franchisor
by its Directors

)
)
)
)
)
)
)
)

SIGNED by

[_____]
as Franchisee
in the presence of:

)
)
)
)

Witness Signature:.....

Witness Name:

Occupation:.....

Address:.....