

**Parties**

«Franchisee»

The party described in Item 1 of the Schedule

**AND**

**Barnetts Haymarket Pty Limited ACN 002 395 511**

**Barnetts Edgeworth Pty Limited ACN 076 150 902**

**Barnetts Fairy Meadow Pty Limited ACN 002 985 499**

(delete whichever is not applicable)

**AND**

«Guarantor1»

The party described in Item 2 of the Schedule

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**AREA MANAGER'S AGREEMENT**

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**Area Manager's Agreement**

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**Date:** 2011

**Parties:**

**The party described in Item 1 of the Schedule** ("Franchisee")  
**Barnetts Haymarket Pty Limited** (ACN 002 395 511) ("Area Manager")  
**Barnetts Edgeworth Pty Limited** (ACN 076 150 902) ("Area Manager")  
**Barnetts Fairy Meadow Pty Limited** (ACN 002 985 499) ("Area Manager")

(delete whichever is not applicable)

**The party described in Item 2 of the Schedule** ("Guarantor")

**Background:**

- A The franchisee owns and operates an independent Barnetts Couriers franchise business.
- B The area manager is an associate of Langmana Pty Limited the owner of the Barnetts Couriers business system and operates a transport depot for Langmana Pty Limited.
- C One of the area manager's activities is to solicit and coordinate cartage and courier work on behalf of Langmana Pty Limited and its franchisees.
- D If the franchisee is a company, the area manager enters into this agreement at the request of the guarantor and in consideration of the guarantor's promises in this agreement.

**Operative part:**

**1. Appointment of agent**

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- 1.1 The franchisee hereby appoints the area manager as its agent for the purpose of soliciting and obtaining cartage and courier orders from the general public.

## **2. Term**

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- 2.1 The term of this agreement is the same term as the franchise agreement between the franchisee and Langmana Pty Limited, described in the Item 3 Schedule and any extension or renewal thereof.

## **3. Area manager's obligations**

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- 3.1 The area manager shall endeavour to solicit and obtain cartage and courier orders from the general public for the franchisee.
- 3.2 The area manager shall provide to the franchisee and maintain in good working order one mobile radio in each vehicle operated by the franchisee and the fees for fitting same to be paid by the franchisee.
- 3.3 The area manager shall forward to the franchisee such carrying and courier work as becomes available from time to time and which the franchisee indicates he is prepared to accept and which is reasonable under the circumstances that it appears the franchisee can accept.
- 3.4 The area manager gives no assurance or promise that it will obtain cartage and courier orders for the franchisee.

## **4. Franchisee's obligations**

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- 4.1 The franchisee will pay the cost of installation in each vehicle operated by him the fees for fitting the mobile radio in such vehicle.
- 4.2 The franchisee shall not at any time during the term without consent in writing of the area manager assign transfer or in any other manner make over this agreement to any person or persons and the area manager shall not unreasonably withhold such consent.
- 4.3 The franchisee shall pay or allow to be paid to the area manager in consideration for his services to the franchisee in pursuance of this agreement a commission of % upon the invoice price of all cartage and courier work as the franchisee shall perform.
- 4.4 The franchisee will pay or allow to be paid to the area manager the commission due to the area manager every 14 days.

- 4.5 The franchisee acknowledges that the area manager has developed and continues to develop specialist expertise, equipment, communications and networks of contracts, all of which comprise the area manager's system. The franchisee shall not at any time during the term of this agreement or after the termination of this agreement, without the prior written consent of the area manager, use or disclose to any person or company any confidential information in respect to the system. Confidential information means any information in relation to the system or the business of the area manager which has been obtained by the franchisee from any source.

## **5. Determination by notice**

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- 5.1 Either party by notice in writing terminate this agreement and 4 weeks after the receipt of such notice this agreement shall cease, except so far as concerns the rights of either party in connection with any act, matter or thing done, committed, omitted or suffered by either party before such determination.

## **6. Arbitration clause**

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- 6.1 All questions or differences whatsoever which may at any time hereafter arise between the parties hereto with respect to this agreement or the subject matter thereof or arising out of or in relation thereto and whether as to construction or otherwise shall be referred to a single arbitrator in case the parties can agree upon one otherwise to 2 arbitrators (one appointed by each party to the difference) or to their umpire in accordance with and subject to the provisions of the *Commercial Arbitration Act NSW*.

## **7. Meaning of "in writing"**

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- 7.1 The words "in writing" whenever contained in this agreement shall be deemed to include any communication sent by letter, facsimile transmission or email.

**8. Guarantee and indemnity**

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- 8.1 The guarantor guarantees to the area manager all of the franchisee's obligations in this agreement.
- 8.2 As a separate obligation, the guarantor also indemnifies the area manager against any loss or costs that the area manager suffers because of a breach by the franchisee of this agreement.
- 8.3 The guarantor's liability under this agreement is not discharged or reduced by:
  - 8.3.1 any release, waiver or extension of time given by the area manager to the franchisee;
  - 8.3.2 any arrangement or compromise between the area manager and the franchisee;
- 8.4 any variation of this agreement.

**THE SCHEDULE**

**ITEM 1 Franchisee**  
**«Franchisee»**

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**ITEM 2 Guarantor**  
**«Guarantor1»**

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**ITEM 3 Date of Franchise Agreement**

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**Signing Page**

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**Executed as an Agreement**

**EXECUTED BY «Franchisee» [ACN «Franchisee\_ABN»] in accordance with section 127(1)**

.....  
Director

.....  
Secretary

.....  
Name of Director

.....  
Name of Secretary

**EXECUTED BY BARNETTS HAYMARKET PTY LIMITED ACN 002 395 511 in accordance with section 127(1) of the Corporations Act by:**

.....  
Director

.....  
Secretary

.....  
Name of Director

.....  
Name of Secretary

**EXECUTED BY BARNETTS EDGEWORTH PTY LIMITED ACN 076 150 902 in accordance with section 127(1) of the Corporations Act by:**

.....  
Director

.....  
Secretary

.....  
Name of Director

.....  
Name of Secretary

**Area Managers Agreement**

**EXECUTED BY BARNETTS FAIRY MEADOW PTY LIMITED ACN 002 985 499** in accordance with section 127(1) of the Corporations Act by:

.....  
Director

.....  
Secretary

.....  
Name of Director

.....  
Name of Secretary

SIGNED by «**Guarantor1**»  
in the presence of:

)  
)  
)  
)

.....  
Signature of «**Guarantor1**»

.....  
Signature of witness

.....  
Name of witness (please print)

SIGNED by «**Guarantor2**»  
in the presence of:

)  
)  
)

.....  
Signature of «**Guarantor2**»

.....  
Signature of witness

.....  
Name of witness (please print)