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# ESTD. The 2018 Schaften 2018 Collective

Franchise Document



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# Leading Kiwis to the best NZ Seafood

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# A Warm Welcome

#### Congratulations, you are on the road to becoming your own boss and running a Seafood Collective store. Whilst we don't want to over-complicate things and fill your life with paperwork, we are legally obliged to talk you through the details of becoming a Seafood Collective franchise owner.

From employee to employer

We're looking for hardworking, dedicated, business-minded people to come on board. Do you have what it takes to be your own boss? Check out our 12 step guide to becoming a TSC franchisee:

- 1. Read and digest this Franchisee Guide
- 2. Fill in an Application for Purchase of an TSC's franchise
- 3. Review the TSC's Franchise Agreement
- 4. Meet with the management team from TSC's to discuss the financial viability of purchasing a franchise
- 5. Sign the Franchise Agreement
- 6. Work for a one week trial period in an TSC's store under the supervision of a senior TSC's support manager\*
- 7. Meet with TSC's management to finalise all details required to complete a Sale and Purchase Agreement

for the purchase of a store as a franchise business

- 8. Your Sales & Purchase Agreement becomes unconditional
- 9. Spend six to seven weeks working full-time in one or more of the current stores\*
- 10. Settlement on your TSC's Franchise takes place
- 11. Run your designated store with an TSC's support manager for up to three weeks to ensure all systems and procedures are in place and functioning correctly
- 12. Become your own boss and an TSC's franchisee<sup>\*at the franchisee's expense.</sup>

Franchisee and franchisor obligations are detailed and specified in the standard TSC's Franchise Agreement, a copy of which will be made available to the applicant after an Application for the Purchase of a Franchise has been completed.

The franchisee is required to have at least one franchisee operationally working in the store managing the business on a full-time and hands-on basis.



### FRANCHISE RECRUITMENT PROCESS FLOWCHART

EXPRESSION OF Interest	Expressions of Interest sent via a form from our website or social channels. The Welcome Email is automatically generated and sent to the candidate with detailed information about the The Seafood Collective business.
FIRST Contact	A discovery discussion (phone call) is conducted to learn more about the candidate and discuss their future plans, initial investment, operations of a store, commitment, recruitment process and our training requirements.
APPLY VIA Franchise Lab	If the candidate is interested in finding our more, an <b>Information Request</b> form is sent to the candidate which includes a non disclosure agreement via Franchise Lab. Once the application has been completed, it is assessed and a decision is made on whether or not to progress with the candidate.
SELF ASSESSMENT Check	Once the <b>Information Request</b> form has been successfully reviewed, a <b>Self Assessment</b> form is sent to the candidate to complete through Franchise Lab. Once the <b>Self Assessment</b> form has been completed a meeting is organised at the Support Office in Auckland.
FIRST Meeting	The First Meeting takes place at the The Seafood Collective Support Office with either the owner of The Seafood Collective and / or the Business Development Manager to further understand what the goals and ambitions are of the candidate, where their strengths lie and potential stores and sites.
DUE DILIGENCE Review	<ul> <li>Due Diligence Workbook and Franchisee contact details are issued and candidate completes the following due dilligence steps:</li> <li>1. One phone conversation and two meetings with any of our existing Franchisees.</li> <li>2. Completes an outline of their interactions and answer reflective questions.</li> </ul>
STORE ORIENTATION	Candidate spends two full days in a store in both production and sales to provide a hands-on experience. This will be with an existing Franchisee to learn what it takes to run a store.
FINANCIAL Health Check	Candidate meets with the The Seafood Collective Support Office to ascertain and review their financial position and investment level, and discuss store or site that the candidate has identified as an opportunity. Proof of funds will be required at this point in time.
FINAL Meeting	Candidate to attend final interview with the The Seafood Collective Owner and / or the Business Development Manager. This is done via the <b>Final Meeting</b> tool in Franchise Lab. A decision is then made on approval to commence training and identifying an appropriate site.
REFERENCE & Police Checks	Two professional reference checks are conducted using the details provided in the Application Form. Email is sent to the candidate to apply for a Police Check.
APPROVAL	This is where the exciting bit starts. We sign the Franchise Agreement so there is commitment from both parties. This includes paying a \$3,000 +GST refundable deposit, which will form part of the Franchise Fee.

# We're a kiwi run business



#### What we're all about

The Seafood Collective is a family business and is all about New Zealand seafood. Our goal is to provide an extremely high quality, healthy food experience for our customers at competitive prices.

Following a 10 year period of living and working overseas, Ben Frewin returned to New Zealand looking for a new and exciting opportunity. It was his dream to buy a New Zealand owned and operated franchise which could be grown and developed using existing operational systems.

In 2011 he bought LJS and in 2018 the team launched a new and exciting brand The Seafood Collective business.

The Seafood Collective brand has grown with the first stores in Auckland and Tauranga. The Seafood Collective currently has stand-alone stores and wet fish, traditional fishmongers doing really great fish and chips.

The Seafood Collective operates a very successful franchise system, and owns one stores itself, which allows the franchisor to have a much deeper understanding of the challenges and opportunities The Seafood Collective Franchisee's face every day.

#### Store

- Mt Eden, Auckland
- Mission Bay, Auckland
- Lunn Avenue, Auckland
- Papamoa, Bay of Plenty

# **Meet The Team**



#### Ben Frewin - Owner of The Seafood Collective and LJS

Ben is the Managing Director of The Seafood Collective Ltd. A gualified Chartered Accountant, Ben restructured the LJS brand and has created The Seafood Collective as the next tear of destination Seafood restaurants. Ben spends most of his time scoping out potential new opportunities for the The Seafood Collective brand, both here and abroad.

Ben acquired the LJS Brand in 2011 and has all the essential skills to support this robust business and improving the overall brand proposition for the business.

We are Celebrating Seafood.



Lucinda Frewin Designer

a variety of projects such as shopping a library. She now contributes to the both the store design and all associated elements whilst helping to build the The Seafood Collective brand.



Danusha Edirisinghe **Business Auditor** 

kept clean and comfortable.



**Michelle Galang** Administration

Lucinda is the The Seafood Collective Coming all the way from Sri Lanka, Michelle is from the Philippines and has store designer. After qualifying as an Danusha (Danu) started his career in a been working virtually at The Seafood architect in London, Lucinda worked on kitchen. He then moved to New Zealand Collective since 2019. She has years where he became a professional baker. of experience with administrative and malls, hotels, apartment complexes and Before joining The Seafood Collective, marketing tasks. From being a real Danu was the assistant manager for New estate VA, affiliate manager, marketing World Botany's in-house bakery. At The assistant, project management and Seafood Collective, Danu fights at the marketing manager, and being with front line in making sure our stores are clients from different countries - proven to have a "can do" attitude.



Ega Wibisono **Marketing Administrator** 

Ega came into New Zealand from With 14+ years' experience in the Marketing at Lincoln University. He took and Operations, Kyle has extensive the junior opportunity at The Seafood knowledge and experience looking Collective as a marketing administrator after franchisees and thier systems. in 2022 to gain his work experience Kyle is focused on working alongside in New Zealand and to bring a fun, franchisees to help improve their day young, and lively working atmosphere to day operations as well as actively to The Seafood Collective. He is also an engaging in community by supporting experienced designer and a Gen-Z who was born alongside social media!



**Business Development Manager** 

Surabaya, Indonesia in 2019 to study hospitality industry and 6 of those years his Bachelor of Agribusiness and Food were focused on Area Management local schools and sports clubs.

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# We're a bit different

#### The Seafood Collective – a unique business

The major competition for The Seafood Collective within its segment of the fast food market traditionally comes from the large number of fragmented small vendors and businesses selling, in the main, fish and chips and sometimes other take-away foods.

There is no real direct competition, or identifiable threat, within this market segment from any other professionally managed company or group of companies. None has the blend of skills, operational and marketing expertise, local market knowledge, stock purchasing power and technical resources to match those of The Seafood Collective.

#### The Seafood Collective set to grow

The Seafood Collective has a presence two large cities within New Zealand and is now ideally positioned for a controlled move towards more stand-alone stores.



# Our offering

#### Great seafood at a great price

The groups' standard products lines are encompassed in a national menu and all have and established track record and reputation. The Seafood Collective customer base believe that our food is exceptional value for money, both in quality and price.

Menu pricing is set nationally in order to maximise margins on each product line, as well to maintain a competitive pricing structure with other operators within the food environment.

In addition to the national menu, The Seafood Collective helps facility the franchises to develop their own in-store marketing promotions and specials from the range of menu items available.

#### **Bulk purchasing power**

The supply and distribution of all material and stock used in the business is organised by The Seafood Collective in order to maximise the bulk purchasing power through volume, as well as standardising in-store product pricing. Franchisees are provided with comprehensive details of the authorised stock to purchase including the correct cost of each item. Each franchisee is responsible for purchasing the stock directly from the designated distributor, with stock being delivered and invoiced directly to the franchisee by the distributor.

#### **Continual innovation**

The Seafood Collective continually leads the market by maintaining a competitive edge with new ideas and products to meet charging consumer preferences and new market opportunities. Recent innovations include addressing a more health conscious market with the introduction of a selection of Salad offerings and Bao buns, tacos and sharing platters.

The Seafood Collective operate an ongoing programme of product research and development. At any given time there is at least one new product or concept being extensively trialled and evaluated in stores, prior to nationwide launch.



CATEGORIES - STORE SPECIFICS			
STORE TYPE	FAST CASUAL	WET FISH & TAKEAWAY	
REFERENCE STORE	Mission Bay	Mt. Eden / Lunn Ave	
STORE SIZE	80 - 100 sqm	30 - 40 sqm	
SEATING (PEOPLE)	20 - 25	Bar leaner type waiting/seating	
EAT IN / TAKEAWAY	50% / 50%	80% / 20%	
MENU OFFERING	Full menu, made to order	Made to order, fresh fish & seafood bar	
MENU FOCUS	Full	High turnover items, easy to prepare	
ORDER OPTIONS	Counter service 80% - Online 20%	Counter service 90% - Online 10%	

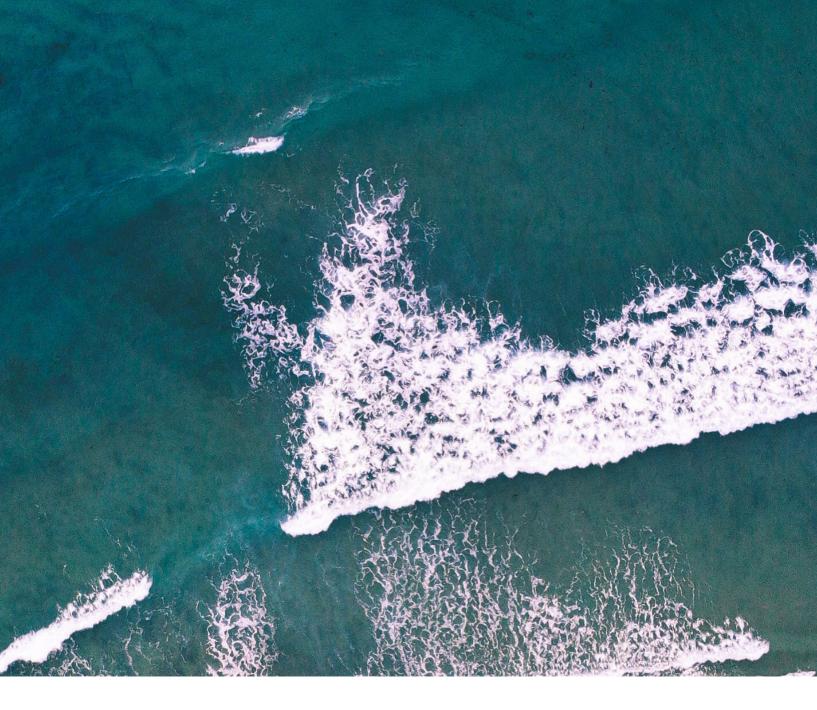


## **Benefits of The Seafood Collective Franchise**

Setting up a new business alone in today's economic and retail environment can be an uncertain and stressful experience. Statistics show that 80% of first-time businesses will fail within their first 5 years; however, 80% of franchised businesses will still be going in 5 years (see article on 'Buying

a Franchise - Why Franchising Works' at Appendix B).

• A turnkey operation - no uncertainty, guesswork or mistakes on setting up the business



Purchasing a business which is part of an established franchise system offers significant advantages and benefits over being in business alone. Holding an The Seafood Collective franchise offers all of these advantages and many more over and above a normal franchise system, including benefits such as –

- Exclusive franchise circular radius territory around the store based on population density of the surrounding territory
- Strong operational and management experience and support
- Comprehensive training programme ensures full and immediate productivity
- Regular store appraisals providing constructive performance feedback
- Highest possible quality product and systems ensuring continued satisfied customers
- A strong competitive edge provided by the healthy aspects of seafood
- Fully documented operations manual detailing the systems and procedures for the daily operation and management of the business
- Full on-site operational support by a highly committed and experienced management team
- Unlimited and free access to business, financial and employment advice and assistance
- Maximum stock purchasing power and discounts as part of the group volume
- Purchasing of stock and goods directly from distributors under favourable and extended terms of credit
- A simple yet comprehensive administration and reporting system
- Regular analysis and feedback of store financial performance
- A full set of auxiliary working manuals, files, documents, forms and paperwork
- Free lessons on how to generate monthly P&L results
- A new-look and modern store design in a premises business

- Modern, specialised, yet economical plant, equipment and fittings
- Customised store design and layout to suit individual store location and requirements
- Stores are built using years of knowledge, where stores are refined for operational efficiency and effectiveness
- Stores built and set-up under direct The Seafood Collective project management
   providing for a comparatively low store purchase cost
- 6% royalty and 3% marketing fees
- Strong experience and influence for leasing and supplier negotiations
- Access to vital market knowledge and contacts
- A proven and successful system with an established group trading history, providing immediate sales benefits from the goodwill of the franchise name and brand awareness
- No preclusion to owning multiple outlets
- Exceptional and sustainable gross profit margins
- All cash and EFTPOS business no debtors
- Custom designed range of integrated full colour take-away packaging
- Being part of a dynamic group whose philosophies and systems are committed to ensuring continuous improvement and the healthiest high quality product possible at fast food prices provided by fast service operations
- Comprehensive business insurance cover with discounted group premiums

Most importantly, The Seafood Collective Franchise can offer a regular solid annual income and excellent return on a relatively low capital investment, whilst still retaining a comfortable family lifestyle.

# We're with you every step of the way

The successful franchisee applicant - prior to the opening date of their own store or the take-over of an existing store - will be required to complete a period of training.

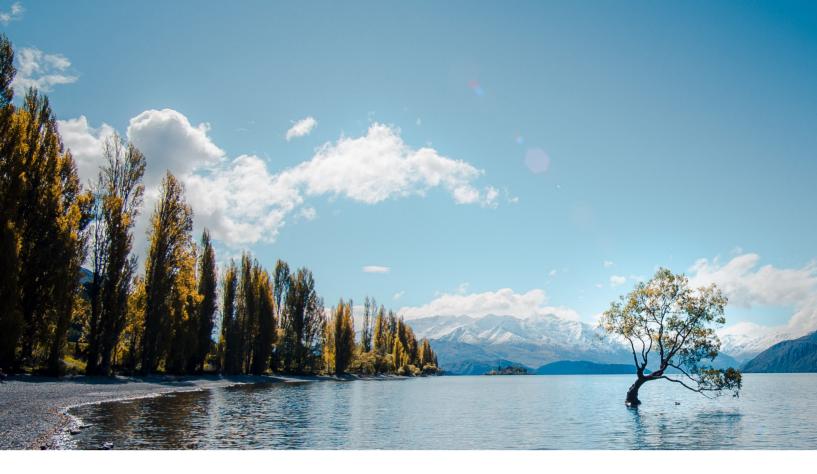
They must make themselves (or their duly appointed Seafood Collective approved manager) available to the franchisor in Auckland at the franchisee's own expense, to spend a period of up to seven weeks working full-time in one or more of the company's designated training stores.

Such training undertaken by a prospective franchisee is voluntary and does not attract any form of remuneration for the work or time involved. The successful franchisee will work alongside the designated training store manager under the franchisee training programme. This consists of a fully documented training schedule and checklist, set up in structured modules which are designed to progressively explain the specific systems and procedures for working in, operating and managing a Seafood Collective store, including:

- A full review of the company's operations manual, policies and procedures
- Product knowledge and stock management
- Menu and specials knowledge
- Company work rules, policies and procedures
- Cooking, serving and presentation procedures
- Customer service and selling procedures
- Advanced customer service and sales techniques
- Food hygiene and store cleaning procedures and requirements
- Cash handling and electronic cash register

procedures

- Daily stock ordering procedures
- Daily cash balancing and reporting
- Weekly sales, product and variance analysis reporting
- Full monthly inventory stock-takes
- Staff management techniques
- Setting and customising staff rosters to sales requirements
- End of week and end of month procedures
- Daily store opening, set-up and closing procedures
- Peak lunch and late night trading periods



As part of the training programme, the franchisee will spend approximately 3 days with The Seafood Collective support office for additional administration training requirements, including:

- Franchise administration
- Financial budgeting and cashflow planning
- Review of daily, weekly and monthly store administration procedures
- Accounting systems and requirements
- Monthly P&L system requirements and procedures
- Troubleshooting analysis of monthly P&L percentages and margins
- Marketing and promotional programmes and activities
- PAYE and GST requirements
- Accounts payable procedures
- Advanced employment procedures and systems

Upon completion of the franchisee training and once the franchisee has taken over their own store, The Seafood Collective will allocate a support manager to spend around one to three weeks, working full-time together with the franchisee in the store. This is to ensure all systems and procedures are in place and functioning correctly, and to review the training together with the franchisee in order to finalise any further issues or training requirements.

# **Show Me The Money**

#### **Franchisees investment**

The Seafood Collective franchisee is purchasing the right to operate The Seafood Collective store as well as the physical asset of the store itself. The purchase cost is based specifically to the physical configuration of the particular franchised store, the plant and equipment, fixtures and fittings, and the goodwill (if included in the purchase price) of a fully set-up Seafood Collective store as a tumkey operation ready to trade under The Seafood Collective brand name.

Depending on the location and physical requirements of a new store, the total set up costs can range from NZ\$150,000 to NZ\$270,000, exclusive of GST (if any).

The purchase price is therefore for the total business comprising the sub-lease of the store, chattels, plant and equipment, the goodwill of the brand, and the exclusive right to franchise within that area for the duration of the lease and agreement.

In addition, a working capital requirement of approximately \$12,000 excluding GST (if any) is required on settlement of the new business for the purchase of opening stock, uniforms, initial staff training (if required), cash float and The Seafood Collective legal fees for the preparation of the Franchise Agreement, all of which will be provided, invoiced by and payable to The Seafood Collective on the settlement date.

In certain circumstances where credit terms for such costs are available to The Seafood Collective, some of these working capital costs may be able to be paid to The Seafood Collective on the same normal credit terms. Franchisees should also make an additional allowance for the professional fees that will be incurred by their own professional advisers in the evaluation and setting up of the franchise business.

#### **Financial arrangements**

The franchisor does not offer any financing arrangements to the franchisee in connection with the purchase or the establishment of a new store business, or the funding of the on-going operations. A favourable franchise finance package is available from the company's franchise bankers. The Seafood Collective will provide an introduction to the bank giving the franchisees access to the finance package with the right to accept or decline after due considerations of the bank's terms and conditions of any such financing. Most trading banks offer finance for the purchase of franchise businesses. The franchisor does not receive any form of payment or gratuity from any source from the introduction or the placement of financing for the franchisee.

Dependant on individual circumstances, The Seafood Collective encourages new franchisees to invest no more than approximately 50 percent of the total store set-up cost into equity in the business in order to minimise exposure to the servicing of any borrowings required.

#### Franchisee earnings

As The Seafood Collective franchisee, each store's market has already been identified and is in essence that sector of the population who consume fish and chips and associated seafood and meat products as a convenience food, both in a dine-in and take-out situation. In-depth analysis and extensive research is carried out on each particular new store location to determine its total sales volume and the profitability level which can reasonably be expected if the store is well managed to The Seafood Collective standards.

The Seafood Collective provides comprehensive trading and cashflow budgets and financial planning models customised to the particulars store's anticipated turn over expectations, cost of sales of the particular sales mix ratios, and the fixed overheads (such as the lease), that are solely dependent on the location of the particular store. This allows a prospective franchisee to tailor any funding requirements for the initial capital investment, taking into account the projected annual net profitability.

The expectation and goal for any new store is for the franchisee to recoup their initial purchase investment from the net trading profit within 2 to 3 years.



## What Happens Next?

#### **Progressing your application**

At this point should you wish to proceed, you will be required to complete the Franchise Application Form which includes completing a Statement of Financial Position.

The Seafood Collective will then contact you to discuss your application further, with particular regard to the store or area that you may be interested in.

The franchisor acknowledges to the applicant that all information provided by the applicant is strictly private and confidential to the applicant, and guarantees to the applicant that all information supplied will remain confidential to the directors of the franchisor only.

Please complete the FranchiseLab application form.

## Company details

The franchisor is the company The Seafood Collective Limited, a wholly New Zealand owned and based company carrying out its business within New Zealand under the name of The Seafood Collective, and the The Seafood Collective Group of Companies.

Support Office

Level 2, Building 2

8/15 Accent Drive

East Tamaki

Auckland

New Zealand

Email ben@theseafoodcollective.co.nz

www.theseafoodcollective.co.nz

## ESTD. The 2018 SEAFOOD COLLECTIVE

CUTLETS

# The Sale and Purchase Agreement

The Sale and Purchase Agreement will specifically identify:

The purchase price

Additional working capital requirements, including:

- a. Cash float
- b. Estimated value of the settlement product stock
- c. Estimated value of the uniforms settlement stock
- d. Staff training cost contribution (if any)
- e. Grand opening marketing contribution (if any)
- f. Estimated legal costs for the preparation of the Franchise Agreement and sub-lease
- 3. The amount of the deposit
- 4. The settlement and purchase date
- 5. The period of time available after signing to make the agreement unconditional

Upon signing the Sale and Purchase Agreement a deposit is required to be paid in order to secure the franchise store. However, the Sale and Purchase Agreement will still be conditional upon the applicant's solicitor's evaluation and approval of the Sale and Purchase Agreement, Franchise Agreement, and sub-lease, and a period of not less than 7 days will be provided for this. This allows the applicant a 'cooling-off' period after signing the Sale and Purchase Agreement, for the sole benefit of the applicant. If the agreement is not declared unconditional by the applicant's solicitor, then the deposit is immediately refunded in full without deduction.

Once the Sale and Purchase Agreement becomes unconditional, the successful franchisee will then commence training under the standard The Seafood Collective franchisee training programme. The franchisee will be required to sign the Franchise Agreement prior to the settlement date.

#### Bankers

BNZ

80 Queen Street

Auckland CBD

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Legal Advisors

Jackson Russell

13/41 Shortland Street

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Auckland 1010

