

Kauai Application for Franchise

Personal details

Title	<input type="text"/>	Surname	<input type="text"/>				
First Names	<input type="text"/>				Initials	<input type="text"/>	
RSA Citizen	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If no, Permanent Resident	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Nationality	<input type="text"/>
ID Type	<input type="checkbox"/> RSA ID	<input type="checkbox"/> Passport	Date of Birth	<input type="text"/>		Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female
ID/Passport Number	<input type="text"/>						
Marital Status	<input type="checkbox"/> Single	<input type="checkbox"/> Married ANC with accrual	<input type="checkbox"/> Married ANC without accrual	<input type="checkbox"/> Married Community of Property			
	<input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed	<input type="checkbox"/> Other	<input type="text"/>			
Date of Marriage	<input type="text"/>		Country of Marriage	<input type="text"/>			
Spouses Name	<input type="text"/>		Spouses ID Number	<input type="text"/>			
Spouses Occupation	<input type="text"/>				Number of Dependants	<input type="text"/>	

Contact details

Work Tel.	<input type="text"/>	Home Tel.	<input type="text"/>
Cellular Phone	<input type="text"/>	Fax	<input type="text"/>
Email Address	<input type="text"/>		
Postal Address	<input type="text"/>	Residential Address	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
City/Town	<input type="text"/>	City/Town	<input type="text"/>
Postal Code	<input type="text"/>	Postal Code	<input type="text"/>
		How long at this address (years)	<input type="text"/>

Employment status

Highest Qualification	<input type="text"/>	Institution	<input type="text"/>		
Employment Status	<input type="checkbox"/> Employed	<input type="checkbox"/> Self-Employed	<input type="checkbox"/> Retired	<input type="checkbox"/> Unemployed	<input type="checkbox"/> Student
Income Type	<input type="checkbox"/> Salary	<input type="checkbox"/> Business Income	<input type="checkbox"/> Income from Investments		
Employer (Current)	<input type="text"/>				
City / Town	<input type="text"/>	Industry	<input type="text"/>		
Current Position	<input type="text"/>	Employment Period	<input type="text"/>		
Employer Physical Address	<input type="text"/>				
May we contact your present employer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Telephone No	<input type="text"/>	
List previous 2 employer(s) and period of employment					
Employer	<input type="text"/>	Position	<input type="text"/>	Employment Period	<input type="text"/>
	<input type="text"/>		<input type="text"/>		<input type="text"/>
Have you ever been self employed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
If yes, please provide details (other than current details already given):	<input type="text"/>				
	<input type="text"/>				
Have you ever been declared Insolvent?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, date rehabilitated	<input type="text"/>	
Are you currently undergoing Debt Counselling?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
If yes, kindly state the date you applied for Debt Counselling	<input type="text"/>				
Is your spouse currently undergoing Debt Counselling? (for Community of Property Only)	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
If yes, kindly state the date your spouse applied for Debt Counselling	<input type="text"/>				
Have you ever been found guilty of a criminal offence?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			

General Information

How did you get to know of Kauai?

How did you get to know of this franchising opportunity with Kauai?

What appeals to you becoming a Franchisee?

List your major goals in life:

What experience do you have in the Food / Quick Service Restaurant (QSR) industry?

Will you be the sole owner? Yes No

If no, who will be your partners?

Name & Surname Contact number

Please provide separate application and confidentiality forms for each partner.

What % of the store's operating hours will you be present in the store?

Will someone other than yourself manage the store? Yes No

If yes, name such Manager

If yes, what experience does the proposed manager have in the Food / QSR industry?

Will you have any other business to run at the same time as this store, if so please state?

Interested in Kauai Retail store? Yes No Interested in Kauai In Motion store? Yes No

Desired areas interested in for a Kauai store? (in order of preference)
 Area 1 Area 2 Area 3 Area 4

When would you like to begin trading?

Financing of store

Net worth per personal balance sheet

Current monthly income

Unencumbered Cash available to invest in store

Please state source

Available Finance to invest in store (Financial Institution) - facility in place

Available Finance Available to invest in store (Other) - facility in place

Available Finance Facility source:

Source Name	Nature of facility	Secured by	Amount available	Monthly Repayment	Repayment Period
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Present Bankers:

Bank	Branch	Account type	Account number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Personal References

Name 3 references - 2 work / business colleagues and 1 friend:

Name	Relationship	Occupation	Contact number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Declaration and acceptance

I, _____, the undersigned:

- a) certify that the information contained in this application, including statement of assets & liabilities and statement of income, are true and correct;
- b) authorise Kauai to make routine credit checks;
- c) authorise Kauai to make routine reference checks;
- d) unconditionally accept the terms and conditions of Kauai's application process;
- e) understand that the submission of any information in this process does not in any way guarantee an opportunity;
- f) accept that any responses submitted through this process will form an integral part of the assessment of my application and that I will be bound by such responses;
- g) undertake to complete and pay for the psychometric assessment, as part of this application process.
- h) undertake to complete the Franchisee training program of 8 weeks prior to receiving a store, if I were to be awarded a franchise.
- i) undertake to pay the joining fee and the monthly royalty and advertising fees as required by the Franchise Agreement, as well as any other required monies for the development of the site, if I were to be awarded a franchise.

Signature

Date

Place

Submission of Application via e-mail

Steps to follow - Please:

- Download file and complete all 4 sheet tabs (Application, Assets&Liabilities, Income&Expenses, and Confidentiality)
- Save your completed file on your storage drive
- Print and sign the Declaration (above) and Confidentiality Letter (separate sheet tab)
- Scan and save the signed Declaration and signed Confidentiality to your storage drive
- E-mail your completed file, signed Declaration and signed Confidentiality as an attachment to:

franchising@kauai.co.za

Statement of Assets & Liabilities

Franchisee Name

Date

Assets

Fixed Property (registered in your name)

Physical address or farm name	Property type	Year purchased	Purchase amount	Current market value

Investments (Listed shares, Unit trusts, Bank deposits)

Description	Held with	Current market value

Investments (Private Companies, CC's, Trusts, Business)

Entity Name	Type of Interest	% Interest	Current market value

Life Assurance Policies (Surrender Value)

Name of Assurance Company	Type	Maturity date	Life Value	Surrender value

Motor Vehilces

Make	Model	Year	Cost	Current market value

Household Contents Current market value

Bank Accounts

Bank Name	Branch	Type of Account	Account number	Current balance

Other Assets

Specify	Current market value

TOTAL ASSETS

Statement of Assets & Liabilities

Franchisee Name

Date

Liabilities

Mortgage Bonds (Fixed Property registered in your name)

Physical address or farm name	Bank / Institution	Account No	Reg bond amount	Current balance

Hire Purchase Loans / Leases

Bank / Institution	Type of Asset	Monthly repayment	Expiry date	Current balance

Other Loans

Bank / Institution	Type of facility	Monthly repayment	Expiry date	Current balance

Creditors

Institution	Type of account	Secured by	Current balance

Bank Accounts (Overdraft / credit cards)

Bank / Institution	Type of facility	Limit	Secured by	Current balance

TOTAL LIABILITIES

--

NET ASSETS / (LIABILITIES)

--

Contingent Liabilities

Suretyships / Guarantees

Given to	On behalf of	Value

Statement of Income and Expenses

Franchisee Name

Date

Monthly Income (Rands)		
	Self	Spouse
Salary		
Allowances (incl Petrol card)		
Commissions		
Investments / Rental Income		
Other - (please specify)		
Total Income		

Annual Performance Bonus

--	--

Monthly Expenses (Rands)		
	Self	Spouse
Tax – PAYE/SITE		
Pension		
UIF		
Medical Aid		
Other Payslip Deductions		
Total Deductions		
Net Salary		

Rent / Bond payments		
Hire Purchase instalments / Leases		
Other Loan repayments		
Insurance premiums (Short Term)		
Life assurance premiums (incl RA's & Endown)		
Electricity and water		
Rates & Taxes		
Estate Levies		
Telephone & internet		
Cell Phone		
Security (alarm, response)		
TV rental/M-Net/DSTV		
Domestic / Garden help		
Alimony / Maintenance		
Planned savings		
Credit card accounts		
Education – school fees, books, etc.		
Clothing & clothing accounts		
Groceries		
Entertainment		
Medical expenses - not covered by Medical Aid		
Transport cost / car expnses (petrol, parking etc.)		
Vehicle Tracking		
Gym subs		
Donations / Tithes		
Bank Charges & OD Interest		
Other (specify)		
Total Expenditure		
Surplus Available		
Combined Surplus Available		

Dear

KAUAI FRANCHISEE CONFIDENTIALITY & NON-DISCLOSURE

We are pleased that you wish to progress discussions with Kauai in regard to you possibly acquiring a franchise. In order to advance the discussions in that regard, we will need to allow you access to information in respect of our proprietary business methods and systems ("the Proprietary Systems"). Before our doing so, I would appreciate your signing and returning this letter, confirming that you will adhere to the confidentiality undertakings set out below.

1. Confidential Information

For the purposes of this letter, confidential and proprietary information in relation to the Proprietary Systems ("Confidential Information") means and includes :

- 1.1 Information of whatever nature relating to the Proprietary Systems that is obtained by you or your advisors either in writing or orally from or pursuant to discussions with Kauai, our employees and/or advisors, and/or pursuant to your perusals of our documentation and/or arising from any site visits. Such information includes (but is not limited to) information regarding:
 - 1.1.1 the disclosure document including cost of construction, profit and loss statements and other information, written or oral, relating to Kauai facilities and products not generally available to the public;
 - 1.1.2 Kauai's customers and its' business relations;
 - 1.1.3 Kauai's suppliers and its' business relations including the appropriate personnel to be contracted at the supplier's place of business, the identity and requirements of suppliers and the relationship of Kauai to suppliers;
 - 1.1.4 Kauai's pricing policies, services, recipes, products, equipment, management, internal policies and other activities relating to the conduct of Kauai's business, and other business or trade secrets or methods or techniques, used by Kauai in the conduct of business.
- 1.2 Analyses, compilations, studies and other documents prepared by you, your employees or advisors which contain or otherwise reflect or are generated from such information as is specified in clause 1.1 above;

but shall exclude any information which-

- 1.3 is or falls within the public domain or otherwise becomes public knowledge by any means other than by breach by you or any of your agents, advisors or employees of any obligation contained herein; or
- 1.4 is released from the provisions of this letter by written consent given by Kauai.

2. In consideration of the Confidential Information being made available to you, you hereby irrevocably undertake to at all times:

- 2.1 keep and safeguard the Confidential Information as private and confidential and separate from any and all other documents and information in your possession;
- 2.2 not make any use of it nor at any time permit any other person to use it except solely for the purpose ("the permitted purpose") of evaluating the Proprietary Systems from the perspective of its viability and your obtaining a franchise agreement;
- 2.3 only disclose or reveal Confidential Information to those of your employees and representatives of your professional advisers who are required in the course of their duties to consider same for the permitted purpose and in this connection will only distribute copies of the Confidential Information to the minimum extent necessary to accomplish the permitted purpose;
- 2.4 inform every person to whom disclosure of any of the Confidential Information is permitted in terms of clause 2.2 above prior to making such disclosure of the confidential nature of the terms imposed by this letter and require them to abide by the same and further you will accept full responsibility for all action or omissions of any such person insofar as the same may result in any disclosure of any of the Confidential Information contrary to the terms of this letter;

- 2.5 not exploit or seek to exploit (and will take all necessary steps to procure that no subsidiary, affiliated or associated undertaking or any entity which is managed or controlled by you or in which you are interested exploits or seeks to exploit), whether directly or indirectly, interested exploits or seeks to exploit), whether directly or indirectly, to commercial advantage any of the Confidential Information, save in the event that the aspect has fallen into the public domain, other than by virtue of a breach by you of the provisions of this letter and in any event not prior to the second anniversary of the date of this letter.
3. You acknowledge and agree that all copyright and other intellectual property rights in and to the Proprietary Systems, including any adaptations or modifications thereof, and whether such adaptations or modifications are developed by Kauai or you pursuant to our discussions in relation to the Proprietary Systems, are or will hereby become Kauai's property.
 4. You will forthwith return all Confidential Information (including all copies held by you or your advisers) to the writer upon receipt by you or written notice from the writer and you will destroy all copies of any analyses, compilations, studies or other documents prepared by you for your use containing, reflecting or generated from any Confidential Information and expunge and destroy any Confidential Information from any computer, word processor or other device in your or any your advisers' possession or custody or control containing such information.
 5. You will not make any public statement relating to the Proprietary Systems without obtaining Kauai's prior approval to the contents thereof and to the manner of its presentation and publication.
 6. The terms and conditions of this letter may only be amended by agreement in writing signed by both you and a representative of Kauai. No waiver or abandonment of rights by Kauai under this letter will be of any force or effect unless reduced to writing and signed by the parties. Failure by Kauai to enforce any of its rights under this agreement will not be construed as a waiver or abandonment thereof.
 7. Each paragraph, clause, term and provision of this agreement shall be considered severable and if, for any reason, any part of this agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court in any country in which enforcement is sought, it shall not impair the operation of, or have any effect upon such other portions of this agreement as may otherwise remain valid or intelligible within that country, which shall continue to give full force and effect and bind the parties hereto. To the extent that any undertaking or restraint in this agreement is deemed or is held to be unenforceable by virtue of its scope in terms of nature of confidential information, country, area, business activity prohibited and/or length of time, but could be enforceable by reducing any or all thereof, the parties agree that same shall be enforceable to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which the enforcement is being sought.
 8. This agreement shall be fully transferable by Kauai.
 9. This agreement will be interpreted and enforced according to the laws of the Republic of South Africa. The parties hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter whereupon it shall constitute your agreement with respect to the subject matter of this letter.

Yours sincerely

Dean Kowarski
Kauai Juice Pty Ltd

ACCEPTANCE OF CONFIDENTIALITY & NON-DISCLOSURE

Agreed and confirmed by:

Per signatory, duly authorised