

# SHIELD EXPRESS CAR WASH FRANCHISE APPLICATION

## CONSISTING OF 3 PARTS

### PART 1 - FRANCHISE APPLICATION FORM

It's understood that the purpose of this application is to enable the SHIELD EXPRESS CAR WASH Franchising Division ("SHIELD ECW") to assess whether you ("the Applicant") would be a suitable franchisee for the Shield Express Car Wash, Shield Chemicals & Shield Car Products brand. The undersigned Applicant certifies that the information is true and accurate.

- Submission of a franchise application form does not guarantee a franchise will be awarded to the Applicant.
- Submission of a franchise application form does not guarantee that the Applicant will be given the opportunity to have a meeting/interview with SHIELD Franchise Team.
- If the Applicant is not awarded a franchise, SHIELD ECW is not obliged to give details as to why the application was unsuccessful.

#### 1. APPLICANT INFORMATION

Surname (block capitals) \_\_\_\_\_ Title (Mr, Mrs, Miss, Other) \_\_\_\_\_

First names (in full) \_\_\_\_\_

##### Permanent residential address

Street no. \_\_\_\_\_

Street name \_\_\_\_\_

Postcode \_\_\_\_\_

Tel no. (Home) \_\_\_\_\_ Tel no. (Work) \_\_\_\_\_

Cell no. \_\_\_\_\_ Fax no. \_\_\_\_\_

Email address \_\_\_\_\_

Date of birth \_\_\_\_\_

Citizenship \_\_\_\_\_

##### Previous address (if resident at permanent residential address for less than 2 years)

Street no. \_\_\_\_\_ Street name \_\_\_\_\_

Postcode \_\_\_\_\_

Will your spouse/partner be involved in the business? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, in what capacity? \_\_\_\_\_

NB: If spouse/partner is to be involved with the business they must complete a separate form.

Owning and running a SHIELD ECW is both physically and mentally demanding. Have you ever suffered from any physical or mental conditions or do you currently have any disabilities or limitations which may affect your ability to meet these demands? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please give details:

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## 2. WORK HISTORY

Please complete the table below with all employment information. Include both full-time and part-time employment and include periods of self-employment. Please start with your current job. Date from / to; Company name and address; Job title, description of role & achievements;

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Have you ever been dismissed, suspended or required to resign? Yes \_\_\_\_\_ No \_\_\_\_\_

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**Please provide three (3) references.** These must be former or current employers, supervisors, customers or suppliers. Do not list relatives or friends. Your current employer will not be contacted without your prior express consent unless you have listed them as one of your referees.  
Please include their name, telephone/cell number and email address:

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## 3. LEGAL INFORMATION

Do you have any criminal convictions or impending prosecutions? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please give details \_\_\_\_\_

Have you ever had a court judgment against you? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please give details: -

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**4. BUSINESS SKILLS, APPROACH & MOTIVATION**

Do you enjoy working with people? Yes \_\_\_\_\_ No \_\_\_\_\_

What do you believe are your strengths in business? \_\_\_\_\_

Are there any areas in which you feel that you may require assistance/training? (E.g. sales skills, accounting, people management etc. \_\_\_\_\_

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Have you identified a specific location/suburb to open a SHIELD ECW Franchise? If so, please provide more details

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**Please note applicants are not allowed to approach landlords or developers or shopping centres etc as a SHIELD ECW representative.**

Which available area/suburb are you applying for?

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If your chosen area is not available are there any other areas which you would consider applying for?

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**5. DECLARATION**

I/we certify that all information is correct and complete to the best of my knowledge and belief. I acknowledge that incorrect information could render me liable to having the franchise application process terminated. I acknowledge and give my consent in terms of Privacy Legislation for SHIELD ECW to obtain further information about the above matters

I/we agree that SHIELD ECW may obtain a consumer credit report containing information about me /us from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

How much capital is available for this franchise? R \_\_\_\_\_  
(I.e. total amount of available funds)

If the present funds are less than required for a SHIELD ECW franchise, how do you propose to finance?

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If required, what would you plan to convert into cash to purchase a SHIELD ECW franchise?

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#### **6. CHECK LIST**

1. Have you completed every section of this form?
  2. Have you signed the SHIELD ECW Agreement of Confidentiality and Non-Disclosure (Part 2)?
  3. Have you signed the Permission for a Credit Check (Part 3)?
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## PART 2 - SHIELD ECW AGREEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE

Voluntarily offered and freely given to SHIELD ECW by the Franchisee Applicant (“the Applicant”)

Please initial every page, including the signature pages

### 1. PARTIES

- Name: Corlett Car Wash Cc t/a SHIELD EXPRESS CAR WASH  
 Reg No.: 2010/005952/23

(“SHIELD ECW”)

- Full Name: \_\_\_\_\_  
 Identity Number: \_\_\_\_\_  
 Cell Phone Number: \_\_\_\_\_

(“The Applicant”)

### 2. INTRODUCTION

- SHIELD ECW possess valuable information, technical knowledge, experience and data of a secret and confidential nature relating to its areas of expertise, all of which are regarded by SHIELD ECW as a commercial asset of a considerable nature.
- SHIELD ECW is willing to disclose such information, **where applicable**, subject to the Applicant agreeing to the terms of confidentiality set out hereunder.
- This agreement does not oblige SHIELD ECW to disclose any of its Confidential Information.
- Submission of a franchise application form does not guarantee a franchise will be awarded to the Applicant.
- Submission of a franchise application form does not guarantee that the Applicant will be given the opportunity to have a meeting/interview with SHIELD ECW.
- If the Applicant is not awarded a franchise, SHIELD ECW is not obliged to give details as to why the application was unsuccessful.

### 3. CONFIDENTIAL INFORMATION

- For the purposes of this agreement, “Confidential Information” includes, but is not limited to information which is of a technical, conceptual, commercial or financial nature, encompassing without limitation, ideas, concepts, designs, drawings, formulae, goodwill, methods (including methods of conducting business in general, as well as methods used by companies with which SHIELD ECW is associated), techniques (including operating techniques, promotional techniques & marketing techniques), operational experience, operating manuals (including records, files, lists of addresses etc.), accounts (the price of goods & products, sales, turnover, profits etc.), processes, know-how, knowledge (including that which relates to employees, suppliers, procurement of products & suppliers etc.), SHIELD ECW’s clients’ & suppliers’ details & business contacts, relationships & contracts of SHIELD ECW

– all information disclosed by SHIELD ECW to the Applicant, orally, in writing, or in any other form, including in particular information that would be of potential or actual usefulness to a rival of SHIELD ECW. This clause extends to any information disclosed by SHIELD ECW or by any of its principals, licensees, sub-licensees, suppliers or providers of related information or business disclosed between the parties, or obtained by the Applicant through any manner whatsoever, provided it is not included in terms of Clause 5 below.

#### **4. NON DISCLOSURE**

The Applicant undertakes to keep secret and not to disclose, divulge, publish, use, exploit, or to deal with the Confidential Information so disclosed in whole or in part by SHIELD ECW or by its authorised representatives, to any third party, for the Applicant's own financial and/or other gain and/or for whatsoever reason without the prior written consent of SHIELD ECW.

#### **5. EXCEPTIONS**

Notwithstanding anything herein to the contrary the Confidential Information shall not include any information or data which: -

- is already in possession of the public or becomes available to the public otherwise than through an act of default of the Applicant in breach of this agreement.

#### **6. REMEDIES ON DISCLOSURE**

The Applicant acknowledges and agrees that the unauthorised publication, disclosure, exploitation and/or use of the Confidential Information by the Applicant or any other person would damage the business of SHIELD ECW and Associated Companies or a future business venture of SHIELD ECW.

Consequently, in addition to any action at law for damages, SHIELD ECW shall have the right to approach any competent court by way of application or otherwise for an order restraining the Applicant from disclosing, divulging, publishing, selling or making use of any information prohibited in terms of the Applicant's undertakings as set out herein, or such other remedies for breach or prospective breach of this agreement as are appropriate and for which legal costs the Applicant shall be liable as charged on an attorney and own client scale.

The Applicant agrees to be answerable, liable and responsible for any breach of this undertaking and to compensate SHIELD ECW for any damages SHIELD ECW may incur (including any damages SHIELD ECW may be obliged to pay to others) as a result of any such breach.

#### **7. TERMINATION OF BUSINESS AND / OR NEGOTIATIONS**

Upon the termination for whatever reasons of the business relationship between SHIELD ECW and the Applicant and/or any other business dealings and/or negotiations between SHIELD ECW and the Applicant, any and all materials in writing or printed form or contained in a computer system or in any other type of recording medium, together with any copies thereof and any information extracted therefrom shall be kept secret and returned to SHIELD ECW.

No Confidential Information of any description communicated in anyway whatsoever to the Applicant pursuant to this agreement and/or obtained by the Applicant shall thereafter be used or disclosed by the Applicant without the prior written approval of SHIELD ECW.

#### **8. RETURN OF MATERIAL CONTAINING OR PERTAINING TO THE CONFIDENTIAL INFORMATION**

SHIELD ECW may at any time request the Applicant to return any material containing, pertaining to or relating to the Confidential Information disclosed pursuant to the terms of this agreement, and including any copies made of any such confidential information, and may in addition request the Applicant to furnish it with a written statement to that effect, that upon such return, the Applicant has

not retained in his/her possession or under his/her control either directly or indirectly any such confidential information and/or material.

The Applicant shall comply with the request in terms of clauses 7 (seven) and 8 (eight) within 3 (three) days of receipt of such request.

## **9. DURATION**

This agreement shall continue in force without limit in time.

## **10. INTELLECTUAL PROPERTY RIGHTS**

Nothing in this agreement or the disclosures envisaged by this agreement shall operate to transfer, or operate as a grant of any licences, to any intellectual property rights in the Confidential Information.

## **11. JURISDICTION AND APPLICABLE LAW**

This agreement shall be governed and interpreted in accordance with South African Law and the Applicant irrevocably agrees to the jurisdiction of the High Courts of South Africa in respect of any disputes arising out of or flowing from this agreement.

## **12. MISCELLANEOUS**

Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

The headings do not govern or affect the interpretation of this agreement.

The words “including” and “in particular” are without limitation.

Any reference to legislation is to that legislation as at the signature date, as amended or replaced from time to time.

The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.

Any reference in this agreement to “writing” includes reference to any communication by facsimile or email or any other similar means.

No indulgence or latitude granted by SHIELD ECW to the Applicant shall in any way be construed or interpreted as a waiver of any of SHIELD ECW’s rights in terms of this agreement.

This agreement is personal to the Applicant. The Applicant may not assign or transfer any rights or obligations under this agreement.

Any design and/or development, artistic and/or other, based on SHIELD ECW’s ideas, concepts and brands, remain the property of SHIELD ECW and cannot be used and/or disclosed by the Applicant pursuant to this agreement without the prior written approval of SHIELD ECW Holdings.

The Applicant agrees that he/she will not contract to assist and/or to consult and/or project management and/or general set up of any business apart from SHIELD ECW.

The Applicant warrants and undertakes that he/she fully understands the contents of this agreement.

This agreement constitutes the whole agreement between the parties and except where otherwise provided in terms of this agreement, no variation, modification or alteration of any of the provisions hereof will be binding on the parties unless reduced to writing and signed by or on behalf of the parties.

Addresses: -

Each Party chooses the physical address and email address corresponding to its name below as the address to which any Notice must be sent.

➤  SHIELD ECW:

Physical address: 9 London Road Apex Benoni 1500

Email address: [franchise@shieldchem.co.za](mailto:franchise@shieldchem.co.za)

➤  Applicant:

Physical street address: \_\_\_\_\_

Email address: \_\_\_\_\_

Each Party chooses its above-mentioned physical address, as its address at which legal process and other documents in legal proceedings in connection with this agreement may be served (**domicilium citandi et executandi**).

SIGNED AT: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Identity No.: \_\_\_\_\_

Cell No.: \_\_\_\_\_

**By and on behalf of the Applicant who warrants authority**

SIGNED AT: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

**By and on behalf of SHIELD EXPRESS CAR WASH**



### **PART 3 - PERMISSION TO PERFORM A CREDIT CHECK**

1. You hereby acknowledge and agree that SHIELD EXPRESS CAR WASH or associated company may:

a. Perform a credit search on you and/or your profile with one or more of the registered Credit

Bureaus when assessing your Application Form; and

b. Monitor your payment behaviour by researching your profile at one or more of the Credit

Bureaus.

SIGNED AT: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Identity No.: \_\_\_\_\_

Contact No.: \_\_\_\_\_

**By and on behalf of the Applicant who warrants authority**