



**STEPS TO FOLLOW WHEN PURCHASING A  
SIMPLY HELPING FRANCHISE**

**The following dates will be agreed between us to ensure that the time frames are sensible and allow sufficient time to complete all tasks without undue pressure. Do not rush any of these steps; take the time to do things properly.**

**1 INITIAL CONTACT, FROM ADVERTISEMENT OR OTHER MEANS.**

**SITE INSPECTION TOUR FOLLOWING PROVISION OF BROAD INFORMATION BROCHURE. (If applicable)**

Provides an opportunity to look at an actual **SIMPLY HELPING** business in operation and imagine you owning a **SIMPLY HELPING** franchise. Take the time to ask questions and make sure you understand the way things work. Take particular notice of the professional and friendly image that is projected.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

*If this business interests you and is within your budget then you will need to seek more detailed information. We will also want to know things about you, even at this early stage. Be prepared to provide your own detailed story in the form of a Franchise Application Form.*

**NOTE: You will be required to sign a simple Confidentiality Agreement at this stage. This ensures the Confidentiality of the Franchisor's information.**

**2 COMPLETE 'FRANCHISEE APPLICATION AND INFORMATION FORM'**

This is a summary of your personal career and financial background to enable an assessment of your suitability as a future Franchisee with **SIMPLY HELPING**. If your Application for the franchise will result in your Company being the Franchisee, the Certificate of Registration of the Company must support your Application, and if your Company is also a Trust, you will need to supply a copy of the Trust Deed.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

**3 INITIAL DEPOSIT**

At this stage, we require that an initial deposit of up to 10 percent of the cost of a franchise is paid as an illustration of your commitment to us. This and any subsequent monies **are refundable** at any time should you wish to withdraw from the purchase of the franchise (**subject to the non-refundable monies as outlined in Clause 13 in the Disclosure Document**). Ask for this to be explained to you if you are uncertain of the amounts.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

**Note: you must return the completed form to the Franchisor together with your cheque payable to the nominated solicitor prior to step 4.0**

#### 4 FRANCHISOR INTERVIEW

This is an open and frank "get to know you" session in which both parties are assessing their comfort with the other and gathering more information (More than one meeting is usual).

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

*Prepare for the meetings before you attend. We will expect you to be asking detailed questions and seeking information on the present and future prospects for the group. The discussion must be two sided, both parties have a role to play in a Franchise relationship, so prepare well. Being in business for oneself can be quite demanding at times, so some aspects of your personal and family life may also be discussed.*

#### 5 FRANCHISE DISCLOSURE DOCUMENTS

We will provide you with all of the formal documentation. This is an opportunity to study the facts about the business and the people involved. You will need these to give to your advisors for your comfort and future security.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

**Your deposit is fully refundable (minus any non-refundable monies) if you do not proceed beyond this point.**

#### 6 INVESTIGATION OF FRANCHISE

You will now have the opportunity to investigate the Franchise in greater detail. This will involve processing several issues concurrently so that you do not waste your valuable time and money. Property leases and finance will be the main issues to tidy up.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

#### 7 FINANCE APPLICATION

You will need to lodge a finance application for any borrowings anticipated, as well as applying for any leasing or HP finance that might be appropriate in your overall funding package.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

#### 8 FINANCIAL STUDY

You and your Accountant should assess the opportunity in relation to your own personal circumstances and with regard to your own financial structure. **This is a specific recommendation of the Franchising Code of Conduct.** We will require a certificate from your Accountant to the effect that you have had advice in this area.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

## 9 FRANCHISE AGREEMENT and PROPERTY LEASES

We require that you seek independent legal advice prior to signing any of these agreements. Make sure you engage a lawyer who understands Franchising and Property leases. There are specific issues that relate to both and experience in advising on them is necessary. This step will help you better understand both your rights and obligations within the franchise. **This is a specific recommendation of the Franchising Code of Conduct.** We will require a certificate from your legal advisor to the effect that you have had advice in this area.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

## 10 PLANT AND EQUIPMENT (If applicable)

If the opportunity that you are considering is already an established business you may wish to inspect the equipment, etcetera, to confirm that you are familiar with its condition.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

## 11 LIFTING THE CONDITIONS

As each step in this process is taken, you will be required to lift or release any conditions that have arisen. Once you are satisfied with all the conditions that you applied, then subject to that, you will be ready to proceed toward settlement and full payment for your franchise

**NOTE:** *If you are unable to reasonably satisfy yourself regarding any of the conditions and wish to withdraw, or if your time for investigation expires, your deposit will be refunded (subject to the cooling-off costs etc.) and other interested parties may be introduced to the franchise. It may be possible however, for an extension of time to be granted to you.*

At this time we will collect a cheque from you and order the production of your personalised franchise documentation. The cheque will be payable to our solicitors and you must understand from this point forward these **funds are non refundable** once the solicitors have received the instructions.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

## 12 SETTLEMENT

This involves the signing of the Franchisee Agreement and payment of the Initial Franchise Fee and contributions to the Marketing Fund less any deposit. At this point all lease and insurance arrangements must be in place and we must receive written confirmation of this arrangement. The property lease must be signed. You must be prepared to organise the many details involved in the opening of your Outlet / Premises. We will assist you with this process.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20 Completed \_\_\_\_\_ / \_\_\_\_\_ /20

### 13 SIGN PROPERTY LEASE (If applicable)

Now that you have signed the Franchise Agreement, you can also execute any property lease for Premises if that has been specified as a requirement, and plan the fit-out process with us. It is preferable that the signing usually occurs the same day that you sign the Franchise Agreement.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20      Completed \_\_\_\_\_ / \_\_\_\_\_ /20

### 14 TRAINING – Up to 2 WEEKS

After the Cooling Off period has concluded (seven days), over the next two weeks we will show you how to operate a **SIMPLY HELPING** franchise and prepare you for your own opening day.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20      Completed \_\_\_\_\_ / \_\_\_\_\_ /20

### 15 APPROVED SUPPLIERS CONTRACTS

It is important that you establish your trade terms with the suppliers as soon as possible, so during the training period, you will need to complete the necessary forms, etcetera and assignment of contracts in existing areas may occur.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20      Completed \_\_\_\_\_ / \_\_\_\_\_ /20

### 16 TIME FOR WORK

You have got the “key to the door” and now you will be enthusiastically embracing all the training and hard work that is involved in getting into your own business. But don't forget, you're in business for yourself, but not by yourself. We are with you all the way. You will have joined a team with who you can look forward to many years of excitement and reward.

Planned \_\_\_\_\_ / \_\_\_\_\_ /20      Completed \_\_\_\_\_ / \_\_\_\_\_ /20