

APPLICATION FORM, LETTER OF INTENT & CONFIDENTIALITY HOTPLATE GRILLHOUSE FRANCHISE















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The hereinafter mentioned Prospective Franchisee ("the Applicant") has expressed interest in acquiring a HOTPLATE GRILLHOUSE Franchise and by doing so would receive the non-exclusive rights to trade under the name, logo and colours of HOTPLATE GRILLHOUSE ZIMBABWE.

Name & Surname of Principal Shareholder, Member or Sole Trader:
Name of Company, Close Corporation/Trust:
Registration / Trust No:
ID No:IDNo:
Contact Number: (Cell)
(E-mail)
Preferred area:(Where do you want to open your store?)
Physical Address of the Applicant:
Postal Address of the Applicant:















2 * SUPPORTING DOCUMENTS TO ACCOMPANY YOUR LETTER OF INTENT:

- Certified Copies of ID (All Members, Directors, Trustees)
- Company Registration / Trust Documents / Certificate of Incorporation
- Proof of Residence of all Members, Directors, Trustees)
- 3 Months Bank Statements
- Copy of All Shareholder Certificates
- If married (Spouse must also send copy of his/her ID)
- Refundable Application fee of US\$1000.00 to show commitment to actually wanting to
 acquire an HOTPLATE GRILLHOUSE RESTAURANT and to compensate for the costs of
 interviews and in-store assessment, etc. This amount is partially refunded minus
 Admin fees of US\$100.00 (no interest applicable) in the event of the potential
 applicant withdrawing during this process as per our terms and conditions.

The Franchise Fee for US\$100 000-\$200 000 includes:

- The right to use and operate under the HOTPLATE GRILLHOUSE name and concept
- Initial ownership of specified site and staff training
- Final cost is determined by shop size and location but range should normally be US\$100 000 US\$200 000
- Assistance with site selection and evaluation
- > Initial legal costs incurred in conclusion of the Franchise Agreement
- Assistance with Lease negotiations
- This fee is payable upfront as a deposit pending conclusion of the negotiations and is non-refundable after signature of the franchise agreement. Any OTHER costs incurred prior to signature of the Franchise Agreement (in the event that the transaction is not consummated for any reason) will be deducted from this upfront payment prior to a refund being processed. These costs may include, without limitation:
- Franchisee assessment costs
- > Site feasibility studies
- Staff and Management Training
- Any other costs incurred and/or disbursements made in respect of the transaction
- Establishment Costs: Please note that certain costs that may be specific to the proposed site/location are not included. This would include costs such as travelling and accommodation of the Franchisee and staff during the relevant training period (bearing in mind that the training may be some distance from the proposed site).















Amount Payable: Franchise fee / set up cost (US\$100 000.00 - US\$200 000.00)

- This is dependable on size as from 60sqm min(Takeaway Option) 300sqm max (Sit Down Dinning Option)
- On signature hereof a commitment fee: U\$\$1 000.00 (A 30 day notice period shall be applicable in respect to any refunds and in the event that either Party cancels the present Letter of Intent and which cancellation shall be in writing)

Shop fitting/Electrical/Plumbing & Design Fee, Excludes council submissions for approvals) for a 120m maximum size store for payment by the Franchisee. The full set up cost is due and payable at least 45 days prior to shop fitting.

The following costs are **not included** in the setup costs and will be for the Franchisees account:

- Gas Installations
- Additional ducting for extraction systems longer than 10m.
- 3 Phase Electricity installations if site has none
- All installations regarding the White box spec
- Additional and specialised Drainage systems
- Opening stock
- Council submissions.

This offer is made subject to the following terms and conditions:

- 1. The evaluation of the personal details of, questionnaire responses by and personal interview with the Applicant. HOTPLATE GRILLHOUSE has the sole right to accept or decline this letter of intent.
- 2. In the event that HOTPLATE GRILLHOUSE accepts this letter of intent, a standard formal and comprehensive Franchise Agreement will be entered into and signed by both parties.
- 3. Payment shall be made by the Applicant as detailed above. Payment shall be be made in full prior to commencement to HOTPLATE GRILLHOUSE and they reserve the right to effect clearance of the payment before undertaking any of its obligations.













- 4. This offer is made by the Applicant with the full understanding of the Terms and Conditions set out in this document. Should HOTPLATE GRILLHOUSE not accept this expression of interest, the Applicant shall be automatically released from his obligations in terms hereof and the deposit paid to HOTPLATE GRILLHOUSE shall be refunded to the applicant as stipulated above.
- 5. Secrecy: 1. The Applicant acknowledges that the system under which HOTPLATE GRILLHOUSE operates ("the System") is the sole and beneficial property of HOTPLATE GRILLHOUSE.
- 6. Neither the Applicant nor any of its employees have any prior knowledge of the System or any aspect of the intellectual property, including without limitation all know-how and trade secrets pertaining to the business and affairs of AFRICAN HOTPLATE, or to the manner in which HOTPLATE GRILLHOUSE renders its services.
- 7. The Applicant undertakes to: 5 2.1. Keep secret all information, records, guides and, in particular, any training files, documentation and information as well as all other information supplied by or obtained from HOTPLATE GRILLHOUSE in relation to the manner in which HOTPLATE GRILLHOUSE operates, the System and/or its business. 2.2. Not divulge or permit the disclosure of the manner in which HOTPLATE GRILLHOUSE operates, the System and, in particular but without limitation, the contents of any training files to any third party other than employees employed by the Applicant to conduct HOTPLATE GRILLHOUSE business and then only to extent absolutely necessary.
- 8. The Applicant shall, should this letter of intent not be accepted by HOTPLATE GRILLHOUSE or at the request of HOTPLATE GRILLHOUSE, for thwith return to HOTPLATE GRILLHOUSE the Franchise Agreement/Training Manual as well as any other written information supplied by or obtained from AFRICAN HOTPLATE.
- 9. Full payment for set up cost is received by HOTPLATE GRILLHOUSE before store is set up
- 10. The Applicant declares that the information supplied herein or attached hereto, is true and complete in every aspect and is aware that should any information be found to be false or incomplete this could lead to the refusal of this application.















OTHER TERMS

- **A US\$100.00 administrative fee shall be deducted from any deposit upon any cancellation as contemplated in the Letter OfIntent)
- ** Make provision for working capital (to be used for Rental / Deposit / Salaries and stock) US\$4 500.00 depending on site.
- **All payments made will be accompanied by letter and invoice from Franchisor indicating amount paid for record
- **A monthly Royalty fee of US\$350.00 is payable to HOTPLATE GRILLHOUSE, Franchisee is expected to do own site marketing at their own cost following set guidelines from Franchisor.















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•	For and on behalf of the Applicant			
Signed at	<u>o</u> n	day of	2021	
As Witness , Full Name				
Signature:				

HOTPLATE GRILLHOUSE PRIVATE LIMITED ZIMBABWE REG NO 224/2019. ZIMBABWE FRANCHISING















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