



CONFIDENTIAL

FRANCHISE

ADVANCED INQUIRY FORM

ABOUT THIS FORM

- ✓ Completing this form does not obligate you to purchase a franchise.
- ✓ Completing this form does allow you to receive the next tier of information.
- ✓ If you proceed to purchase stage and are suitable for the franchise this form converts to an application, and if purchase does not proceed, it will be destroyed.
- ✓ All information is confidential.
- ✓ All discussions regarding the franchise are done by phone or email. In person meetings are not available for inquiries or purchases, but we do have a very thorough process to help you with your decision and in gathering information.

Tel: 08 9337 4440 (9.00 am – 4.30 pm WST)

Email: stp@stptax.com

Web: <https://www.stptax.com/become-a-franchisee/>



1. HOW TO RETURN THIS FORM:

The address to email the completed form to is stp@stptax.com

2. WHAT HAPPENS AFTER THE FORM IS RETURNED:

We will forward to your email address, the next tier of information to help you gather more details and this will include:

- ✓ A draft or example of the agreement and disclosure documents
- ✓ Our minimum fees for charging clients
- ✓ A Key Point Summary to highlight key factors
- ✓ An Information Statement for Prospective Franchisees
- ✓ Information about the purchase process
- ✓ An invitation to discuss the documents and/or additional questions by phone or email with the Franchising Division.
- ✓ We will also connect you to our forum. There are 9 discussion boards that our franchisees use and you will be given access to the Recruitment board. This will allow you to communicate with our franchisees, read past questions and answers, ask your own questions, and you may also arrange offline contact to talk to some of them based on their availability.

3. BECOME A FRANCHISEE SECTION ON OUR WEB-SITE:

- ✓ You can find details and reading material on our [Become a Franchisee](#) section of our web-site. You can read through the different menu items.
- ✓ Importantly, please make sure you have read our [Info Package](#) which can be downloaded from our site.



**FRANCHISE
ADVANCED INQUIRY FORM**
(All Information is treated as confidential)
Please return to: stp@stptax.com

- ✓ The form can be filled out online and saved/attached to email, or
- ✓ Printed and filled out manually and attached to an email

1. General		
1	I have read the Info Package brochure and I am ready for the next tier of information. YES/NO	
2	Surname:	
3	Given names:	
4	Address (postal):	
5	Address (home) if different to postal:	
6	Date of birth:	
7	Male / Female:	
8	Marital status:	
9	No of dependants:	
10	Landline contact no. (if you have one):	
11	Mobile no:	
12	Email address:	
13	Have you ever run a business before? (Please provide details):	
14	Professional accounting bodies that you belong to – e.g. CPA and level of membership – e.g. 'Associate' etc.	
15	ABN: (if you have one)	
16	Nationality:	
17	Languages spoken fluently:	
18	Other languages with some degree of fluency/understanding:	
19	How would you describe your English written skills – excellent/ very good/fair etc:	

20	Length of time in Australia:	
21	Are you a permanent resident of Australia?	
22	Have you ever been convicted of a criminal offence?	
23	Have you ever been bankrupt?	
24	Have you ever been a registered tax agent and either given up your licence or lost your licence?	
2.	Qualifications/experience and interests	
1	Accounting qualifications / country obtained in:	
	Accounting experience:	
2	Tax qualifications / country obtained in:	
	Tax experience:	
3	Bookkeeping qualifications / country obtained in:	
	Bookkeeping experience:	

4	Other qualifications / certificates / country obtained in:	
	Other experience:	
5	Hobbies/interests	
3.	Current work status (including):	Note: (Employers will not be contacted. The information is to clarify your current role and up to date experience only)
1	Occupation/business:	
2	Employer's name and address:	
3	Duties:	
4	Duration of employment to date:	
5	Full-time, part-time, or casual?	
4.	Past employment details, management skills and aptitude	
1	Relevant past employment (name of employers and location):	
2	Positions held with each employer:	

3	Duties/functions involved in those positions:	
4	Do you have experience in employing or managing staff (please describe):	
5	Technical skills aside, do you feel confident in being able to sell your services in a business capacity?	
6	Do you consider yourself to be in good health?	
7	Do you find it easy to communicate with people and build trust and rapport? Any examples where you have been required to demonstrate this in past employment or work roles?	
5.	Referees, contacts and memberships	
Business/employment references (if we later require to talk to a referee we will not contact them without first discussing this with you):		
1	Referee 1 (Name/Address/Telephone Number):	
2	Referee 2 (Name/Address/Telephone Number):	
3	Any skills or networking contacts you wish to mention that are not covered in the categories above that could be useful in your SUCCESS TAX PROFESSIONALS business (should you proceed) – e.g. club memberships, networking groups, or other opportunities for referrals?	
6.	Your vision and professional development if you do join	
1	Do you plan to run your SUCCESS TAX PROFESSIONALS business initially full-time or part time?	
2	Do you plan to operate from home or commercial premises in the first two years?	
3	What are your SUCCESS TAX PROFESSIONALS plans for the next 12 months?	
4	If you have not mentioned an office environment in the question above – can you see yourself working full-time from commercial premises within two years – being able to afford rent, advertising costs, leave alternative employment?	
5	Are you currently studying or enrolled to study? If yes – please advise course and expected completion date	

6	Have you read the information in our package regarding compulsory training attendance for non-tax agents and are you able to comply?	
7	How did you first find out about SUCCESS TAX PROFESSIONALS? <ul style="list-style-type: none"> • Our web-site at www.stptax.com • Referred by one of our franchisees • Franchise Council of Australia (Franchise Business web-site) • Seek web-site • Other web-site (please advise name) • Other 	
8	If you join SUCCESS TAX PROFESSIONALS we may be required to conduct a credit reference check. Do you foresee any problems? If we need to do this we will contact you first.	
9	What are the factors that have led you to consider a franchise in this industry?	
7. Supporting documents		
1	Are you including as attachments any supporting documents: YES / NO? (As a minimum we require to see your accounting qualification certificate/s).	
8.	Your financial position over the last 2 years	(Your responses help us to provide you with feedback on suitability and capacity for the business)
1	Taxable income for self (financial yr ended)	
2	Taxable income for self (previous financial yr)	
3	Taxable income for spouse (financial yr ended)	
4	Taxable income for spouse (previous financial yr)	
5	Assets for self and partner – list of assets and value	
6	Liabilities for self and partner	
7	Net worth	

Please now complete the HIGHLIGHTED fields on the Confidentiality Deed which follows on from this page. Signatures and witnessing by a third party are on the last page.



TAXSUCCESS PTY LTD CONFIDENTIALITY DEED

This Deed is dated [redacted] (day) of [redacted] (month)

Parties:

TaxSuccess Pty Ltd ACN 101 381 471

of 6/50 Ladner Street, O'Connor, Western Australia

(STP Tax)

AND

[redacted]

Your full name

of

[redacted]

(Recipient)

Your address

1. Definitions

1.1 In this Deed:

- (1) Confidential Information means:
 - a. all information regarding a STP Tax Franchise or STP Tax Business;
 - b. all business and financial information relating to either STP Tax or any Related Entity of STP Tax;
 - c. all processes, procedures, marketing strategies, information concerning customers, know how, systems, computer programs, models, data bases, any modifications to such things and all other information which, by its nature places or potentially places STP Tax and any Related Entity of STP Tax at an advantage over its present or future business competitors;
 - d. any information which is marked "confidential"; and
 - e. any information that would at law be considered secret or confidential information of STP Tax and/or any Related Entity of STP Tax;
 - f. but does not include information which:
 - g. at the time of first disclosure by STP Tax to the Recipient is already in the public domain; or
 - h. after disclosure by STP Tax to the Recipient becomes part of the public domain otherwise than by disclosure in breach of the terms of this Deed;
- (2) Deed means this deed and any schedule or annexure to this deed;
- (3) Related Entity means a related entity as defined by the *Corporations Act 2001* (Cth);
- (4) STP Tax Business means a business which operates under the name of "Success Tax Professionals";
- (5) STP Tax Franchise means a franchise for a STP Tax (Success Tax Professionals) Business.

2. Confidentiality

5.1 The Recipient acknowledges that it may be in receipt of or receive Confidential Information from STP Tax or a Related Entity of STP Tax and agrees and undertakes to STP Tax to:

- (1) maintain and take all steps necessary to maintain the confidentiality of all disclosed Confidential Information;
- (2) use the Confidential Information solely for the purposes approved by STP Tax in writing from time to time;
- (3) not disclose the Confidential Information to a third party except with the prior written consent of STP Tax;

- (4) subject to clause (3), not use the Confidential Information for its own benefit or the benefit of any third party or to the detriment of STP Tax or any STP Tax Business;
- (5) at all times keep the Confidential Information and all copies, notes and other records of it in a safe place and under its control;
- (6) only disclose the Confidential Information to employees, agents or advisers on a need-to-know basis and only after making them aware of the confidential nature of the information and obtaining from them a written undertaking to respect and maintain that confidentiality on the same terms as this Deed and to be vicariously liable for the actions of its employees, agents and advisers;
- (7) return any written document, drawings, forms, hardware, disks, photos, operations manual and any other documents containing or prepared using Confidential Information immediately upon request by STP Tax without retaining any copies, notes or extracts and destroying all other documents;
- (8) not utilise any Confidential Information to improve, construct or change another business so as to allow it to compete with any STP Tax Business;
- (9) advise STP Tax immediately of any disclosure by the Recipient or its employee, agent or adviser to any third party of the Confidential Information in breach of this Deed and take all steps to stop or prevent further infringement; and
- (10) indemnify STP Tax and its Related Entities against all claims, proceedings, costs (including all costs actually payable by STP Tax or a Related Entity of STP Tax to its legal representatives (whether or not under a costs agreement) and other costs incurred by STP Tax or a Related Entity of STP Tax in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal)), expenses, loss or damage that any of them may sustain or incur as a result of or in connection with, whether directly or indirectly, any breach by the Recipient or its employee, agent or adviser of this Deed or any act or omission by the Recipient which, if done or omitted to be done by the Recipient, would be a breach of the Recipient's obligations under this Deed.

3. Remedies

3.1 The Recipient acknowledges that:

- (1) the Confidential Information is at all times the property of STP Tax;
- (2) a breach of this Deed would be harmful to the business interests of STP Tax;
- (3) monetary damages alone would not be a sufficient remedy for a breach of this Deed; and
- (4) in addition to any other remedy which may be available in law or equity STP Tax is entitled to interim, interlocutory and permanent injunctions or any of them to prevent breach of this Deed and to compel specific performance of it.

4. Continuing Obligations

4.1 The Recipient's obligations and undertakings continue indefinitely and except to the extent that Confidential Information is acquired by the Recipient as part of the grant of a STP Tax Franchise are not diminished or terminated by the making or completion of an agreement concerning an STP Tax Franchise. The Recipient acknowledges that:

4.2 The Recipient's obligations and undertakings are for the benefit of and are enforceable by STP Tax and its successors and assigns and are binding on the Recipient and its successors.

5. Deed Binds all Signatories

5.1 This Deed binds each of the signatories even if one or more of the persons named as a Recipient may not execute or be bound by this Deed.

6. Severability

8.1 If anything in this Deed is unenforceable, illegal or void, then it is severed and the rest of this Deed remains in force.

7. Waiver

- 2.1 Failure or delay by STP Tax in exercising a right, power or remedy does not operate as a waiver of that right, power or remedy.
- 2.2 A single or partial exercise of a right, power or remedy by STP Tax does not preclude either its exercise in the future or the exercise of any other right, power or remedy by STP Tax.

8. Joint and Several Liability of a Party

- 8.1 If a party is made up of 2 or more persons, each person must observe this Deed and is bound by this Deed individually (severally) and together with each other person (jointly).

Executed as a deed

By STP Tax

Executed by **TaxSuccess Pty Ltd**
ACN 101 381 471 in accordance with section 127 of the
Corporations Act 2001:



Director/company secretary

Director

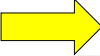
TRACY JAMES


Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

By Recipient

Signed by the Recipient in the presence of:


Signature of witness

Signature of Recipient 

Name of witness
(BLOCK LETTERS)

Name of Recipient
(BLOCK LETTERS)

Address of witness