

# CUSTOMER ACCOUNT APPLICATION



## 1. APPLICANT DETAILS

Registered Name of Business \_\_\_\_\_

Trading Name \_\_\_\_\_ Business Registration Number \_\_\_\_\_

Company  CC  Partnership  Sole Proprietor  Other: \_\_\_\_\_ VAT Registration Number \_\_\_\_\_

Business Address \_\_\_\_\_ Delivery Address \_\_\_\_\_

\_\_\_\_\_ Code \_\_\_\_\_

Province \_\_\_\_\_ Seating Capacity: 0 - 50  51 - 100  > 100

Should you have special delivery requirements or multiple units, please attach a complete list where applicable.

Estimated Monthly Purchases: R \_\_\_\_\_

Office Number \_\_\_\_\_ Credit Limit Required: R \_\_\_\_\_

Cellphone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

## 2. DETAILS OF AUTHORISED REPRESENTATIVE

Title (Mr/Mrs/Ms/Other) \_\_\_\_\_ Initials \_\_\_\_\_ Name \_\_\_\_\_

Surname \_\_\_\_\_ Designation \_\_\_\_\_

Identity Number \_\_\_\_\_ Date of Birth (dd/mm/yyyy) \_\_\_\_\_

Authorised Signature \_\_\_\_\_ Date (dd/mm/yyyy) \_\_\_\_\_

I, the undersigned, hereby declare that, as a material warranty, I am authorised to act on behalf of the Applicant and to bind the Applicant's credit, and that I have read the terms and conditions on the reverse side hereof, and accept them as binding on me and on the Applicant. The Applicant hereby warrants that it regards the terms and conditions of this Agreement as binding upon it.

## 3. BANK ACCOUNT DETAILS

Name of Bank \_\_\_\_\_ How many years have you banked there? \_\_\_\_\_

Bank Account Name \_\_\_\_\_ Account Type: Current  Transmission  Savings

Account Number \_\_\_\_\_ Branch Code \_\_\_\_\_

Signature by Authorised Signatory \_\_\_\_\_ Date (dd/mm/yyyy) \_\_\_\_\_

Trade References

1. Name \_\_\_\_\_ Number \_\_\_\_\_ Credit Limit: R \_\_\_\_\_

2. Name \_\_\_\_\_ Number \_\_\_\_\_ Credit Limit: R \_\_\_\_\_

## 4. CFS BUYING CARD (DELIVERED WITHIN 2 WEEKS)

Display Name on Card \_\_\_\_\_ Send SMS Notifications for Card to \_\_\_\_\_

Purchase Limit on Card: R \_\_\_\_\_ Send E-mail Notifications for Card to \_\_\_\_\_

CFS Business cardholders get 2.5% off all in-store purchases when they top up their stock at any Shoprite, Checkers, Liquorshop or House & Home. Read more at [www.checkersfs.co.za](http://www.checkersfs.co.za). Money Market services, stamps and gift vouchers not included.

Debit Order Authorisation: \_\_\_\_\_ (Signature) Date Approved: \_\_\_\_\_

By signing above, the client accepts and agrees to the terms and conditions on the reverse side hereof. The debit order for the Buying Card will be deducted on the 1st of every calendar month. The reference "CFS" will reflect on your bank account.

## 5. PREFERENCES

Would you like to receive promotional material via SMS or e-mail? \_\_\_\_\_ E-mail Address \_\_\_\_\_

Cellphone Number \_\_\_\_\_

### ATTACH THESE DOCUMENTS WITH YOUR APPLICATION

The completed form must be submitted via e-mail to [applications@checkersfs.co.za](mailto:applications@checkersfs.co.za) with the following:

- 1 Copy or photo of your green, barcoded ID and new card ID
- 2 Proof of residence
- 3 Proof of bank details (cancelled cheque or letter from bank or bank statement)
- 4 Copy of your liquor licence if applicable.

# TERMS AND CONDITIONS

## CHECKERS FOOD SERVICES [a division of Shoprite Checkers (Pty) Ltd]

The terms and conditions under which CHECKERS FOOD SERVICES [a division of Shoprite Checkers (Pty) Ltd], hereafter referred to as CFS, opens an account are set out below and should be studied carefully. By making use of the account, it is deemed that the Account Holder has agreed to comply with and be bound to such terms and conditions. Please read and consider this facility agreement and its annexures carefully as it shall constitute a binding agreement. You will be requested to declare that you understood the content of this entire agreement and its annexures and more specifically the fact, nature and effect of its clauses (terms).

### 1. APPLICATION AND AGREEMENT

- 1.1 By making application, the Applicant offers to enter into a Facility Agreement with CFS. CFS has no obligation to accept such offer.
- 1.2 The Facility Agreement will be entered into on the day that CFS accepts the application.
- 1.3 Any application is subject to CFS approval. CFS has the unfettered discretion to accept or decline an application, to determine the limit of the account, and to decrease the limit of the account at any time.
- 1.4 CFS will be entitled to amend the terms of the account at any time, and such amendment(s) shall commence on the first use of the account after the date that such amendment(s) takes place. When the account is used upon the amended terms, same shall confirm that the Account Holder agrees to the amended terms.
- 1.5 The application will be considered by CFS on the information provided by the Applicant. All information provided by the Applicant must be accurate, correct and complete.
- 1.6 CFS has the right to cancel the account at any time.

### 2. USE OF ACCOUNT

- 2.1 The account will be subject to a purchase limit.
- 2.2 The purchase limit shall not be exceeded by the Account Holder unless written consent has been obtained from CFS.
- 2.3 It is the responsibility of the Account Holder to take due and proper care of the account and not allow any third party to use the account.
- 2.4 Should the account be used fraudulently or by an unauthorised person, the Account Holder will be liable for all purchases arising from any unauthorised or fraudulent transactions.
- 2.5 CFS shall be at liberty to unilaterally revoke or suspend usage of the account and the facility and, either temporarily or permanently, vary and/or reduce any purchase limit allowed.
- 2.6 The liability of the Account Holder shall under all circumstances remain until the account has been settled in full.

### 3. STATEMENTS

- 3.1 Statements will:
  - 3.1.1 Show all transactions on the Account Holder's account;
  - 3.1.2 Show the current amount due;
  - 3.1.3 Show all payments made and any balance that remains due; and
  - 3.1.4 Inform the Account Holder of the amount that must be paid to CFS before the due date stated on the statement.
- 3.2 Statements will be provided to the Account Holder via e-mail, to the e-mail address stipulated on the Application Form.
- 3.3 It will be the Account Holder's duty to check the statement and to make sure that it is correct. Unless the Account Holder raises a query about his/her statement within 7 (seven) days from the date of the statement, it will be deemed to be correct.
- 3.4 Non-receipt of a statement will not free the Account Holder from his/her obligation to pay all amounts due to CFS as the Account Holder may obtain information from CFS directly.

### 4. PAYMENT TERMS

- 4.1 Payments must be made within the approved number of days reflected on the statement.
- 4.2 Payments can be made by cheque, deposit or electronic transfer, into the following account: Shoprite Checkers (Pty) Ltd, Nedbank, Account No. 1089 573 405, Branch Code 198 765, Branch Name Parow, and with the Food Service Account No. as reference.
- 4.3 In the case of deposits and electronic transfers, a copy of the deposit slip or proof of payment must be faxed/e-mailed to the person handling the account in order for the payment to be allocated to the account.
- 4.4 A remittance advice must accompany the payment.
- 4.5 The account number of the Account Holder must be printed on the front of the cheque.
- 4.6 Payments on cash accounts: No cheque payments will be accepted on cash accounts. When payment is made by cheque, the payment will stay in the account for 7 (seven) days (for clearance purposes) before stock will be released.

### 5. CERTIFICATE

- 5.1 A certificate signed by any manager of CFS (whose appointment and authority need not be proved) as to the amount due and payable by the Account Holder or any other matter regarding the account (inclusive of interest) will be prima facie proof of the correctness thereof.

### 6. NOTICES

- 6.1 The address given on the application form by the Applicant (be it residential, business, postal or electronic) will for all purposes serve as the address chosen by the Account Holder at which legal notices and any process of court may be served on the Account Holder (the Account Holder's "domicilium").
- 6.2 The Account Holder may change his/her domicilium by notice to CFS, which domicilium change will only take effect 7 (seven) days after receipt of such notice by CFS.

### 7. AUTHORITY AND MANDATE FOR PAYMENT INSTRUCTIONS (DEBIT ORDERS)

- 7.1 If so elected on the face hereof and provided that the necessary banking details have been completed, any amounts due will be recovered directly from the bank account of the Account Holder by way of debit order.
- 7.2 The Account Holder hereby authorises CFS to collect any amount due by the Account Holder from the bank account as indicated on the application, and to credit such amount to the Account Holder's account.
- 7.3 This authorisation will remain in force until all amounts due by the Account Holder in terms of this Facility Agreement have been settled in full.
- 7.4 The amount collected from the Account Holder's bank account may differ from month to month, depending on the amount outstanding on the statement.
- 7.5 All payment instructions issued by CFS shall be treated by the Account Holder's above-mentioned bank as if the instructions had been issued by the Account Holder personally.
- 7.6 The Account Holder may not delegate any of his/her obligations in terms of this Facility Agreement to any third party.

- 7.7 The Account Holder may not change his/her banking details for the debit order without prior written notice to CFS and without providing CFS with the new banking details.

### 8. CHANGES OF CONDITIONS OF USE

- 8.1 CFS reserves the right to change, repeal, replace or add to any of the terms and conditions of the account.
- 8.2 Any such changes will be notified to the Account Holder by way of written notice to the mail address provided on the Application Form. Any changes will take effect upon the first use of the account after such notice has been provided to the Account Holder.

### 9. LIABILITY

- 9.1 The Account Holder hereby indemnifies CFS, its employees and/or agents of any liability for any failure to perform or delay in performance caused by events outside of the reasonable control of CFS (for example strikes, trade disputes, accidents, computer failure, breakdowns, power failures, shortages affecting CFS or CFS's usual sources of supply or CFS's means of delivery of the goods).
- 9.2 CFS will not be held liable for any loss or damage sustained by the Applicant, Account Holder or any third party regarding either the application or this Facility Agreement.

### 10. BREACH

- 10.1 Any action or failure to act by the employees and/or agents of the Account Holder will be imputed to the Account Holder.
- 10.2 In the event of the Account Holder:
  - 10.2.1 failing to pay any amount due by him/her in terms of the Facility Agreement on due date; or
  - 10.2.2 commit a breach of any other term and/or condition set out in this Facility Agreement; or
  - 10.2.3 commit any act which is unlawful, immoral or which constitutes immoral business practice; or
  - 10.2.4 have any judgement in excess of R20 000.00 (twenty thousand rand) taken against him/her, and fail within 7 (seven) days of him/her becoming aware thereof either to satisfy same or to take steps (and thereafter actively to pursue such steps) to appeal or set aside such judgement; or
  - 10.2.5 be unable, or fail or admit an inability in writing to pay his/her debts as and when they fall due; or
  - 10.2.6 make any representation in connection with his/her financial affairs before, during or after this Facility Agreement has been concluded, which proves in any material respect to have been incorrect or untrue when made; or
  - 10.2.7 commit any act of insolvency; then all amounts owing by the Account Holder to CFS will become immediately due and payable, and the account may be closed immediately.
- 10.3 In the event of CFS instructing attorneys to collect from the Account Holder any amounts owing to CFS, the Account Holder agrees to pay all costs on an attorney and client scale, including collection charges.
- 10.4 The Account Holder further consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended) having the jurisdiction under Section 28 of the said Act, notwithstanding that the claim by CFS exceeds the normal jurisdiction of the Magistrate's Court as to amount.

### 11. CFS BUSINESS CARD

- 11.1 The card will be subject to a purchase limit determined by CFS to the cardholder. The cardholder may not exceed this purchase limit.
- 11.2 It is the responsibility of the cardholder to take due and proper care of the card and not allow any third party to use the card.
- 11.3 The cardholder will be liable for any purchases arising from any unauthorised or fraudulent card transactions. Any loss of card must be reported to the Checkers card division without delay.

### 12. GENERAL

- 12.1 It is the responsibility of the Account Holder or his/her Appointed Agent to check all deliveries with the CFS driver against the proof of delivery. The Account Holder must make a note of all shortages and damaged goods on the CFS proof of delivery at the time that the goods are delivered.
- 12.2 Roll cages, pallets and tote boxes remain the property of CFS at all times. CFS reserves the right to charge for any items left at the premises of the Account Holder at their request, or which are not returned or are lost by the Account Holder.
- 12.3 The Account Holder hereby warrants that the signatory to any tax invoice, delivery note or other documentation of CFS made out in the name of, or to the Account Holder, is duly authorised to bind the Account Holder in respect of the relevant transaction.
- 12.4 Any variation of these Terms and Conditions by the Account Holder shall only be effective once reduced to writing and signed by both parties.
- 12.5 The Account Holder agrees to CFS obtaining any necessary information to ascertain or confirm the credit record of the Account Holder. CFS undertakes to only use information obtained for purposes of this Facility Agreement, and furthermore, undertakes to not share the information obtained with other credit providers. The Account Holder acknowledges that he/she has read and understood the above terms and conditions, and therefore, signs same voluntarily and without inducement.
- 12.6 It is the responsibility of the Account Holder to provide CFS with a copy of the Account Holder's liquor licence should they wish to purchase liquor.

### 13. SURETYSHIP

- 13.1. Should the Applicant be a limited liability company or close corporation, the Directors or Members (as the case may be) agree and undertake to bind themselves as Surety/ies and Co-Principal Debtors in Solidum in respect of all amounts owing by the Account Holder to CFS.
- 13.2. In the event of a Surety being married in community of property, the onus will be on the Surety to obtain the consent and signature of his/her spouse to enter into such surety.

**DON'T FORGET TO SIGN THE Ts & Cs BELOW**

Accept Terms & Conditions: \_\_\_\_\_  
(Initial)



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