

APPLICATION FOR 30 DAY FACILITY

Full Name of Customer		
Entity Type: (Tick applicable Box and attach relevant Registration Documentation) see list of requirements	Company	<input type="checkbox"/> Reg No
	Close Corporation	<input type="checkbox"/> Reg No
	Trust	<input type="checkbox"/> Masters Ref
	Sole Proprietor	<input type="checkbox"/> ID No.
	Partnership	<input type="checkbox"/> ID No.
VAT Registration Number		
Telephone		
Mobile		
Telefax		
e-Mail		
Postal Address	PO Box / Private Bag	
	Suburb / Post Office	
	Postal Code	
Physical Address (Chosen domicilium citandi et executandi)	Building/ Centre Name	
	Suite / Floor Number	
	Street Number & Name	
	Suburb	
	Town	
	Province	
Address (where correspondence & account statements should be sent)	Postal Code	
For Payment Contact		
Auditors / Accountant		
Name		
Address		
Contact Person and Telephone		
CIPC REGISTERED IN BUSINESS?		
YES / NO (Please circle applicable)		

Directors / Partners / Members / Trustees

Full Name	Residential Address	Email	ID Number	Mobile Phone

CUSTOMER TRADE REFERENCES			
COMPANY	CONTACT NAME	ACCOUNT NO	TELEPHONE NUMBER
CUSTOMER BANKING DETAILS			
Account Name:	Bank:	Branch code:	
Branch Name:		Account Number:	
CUSTOMER HISTORY ON SPEND/COVER			
Insurance required: If yes or no please indicate as such on Insurance options form	YES	NO	No. of prior damage/loss claims with ex courier:
Number of parcels dispatched per month:			
<input type="checkbox"/> 10 - 20	<input type="checkbox"/> More than 20	<input type="checkbox"/> 20 plus	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly
Average Courier Spend:	Per month	R	Per Year R
For Office Use only			
Monthly Limit for the provision of a continuous Service		R	Approved by:

Financial Information for National Credit Act and Consumer Protection Act Purposes
(A Juristic person is related to another juristic person if one of them has direct or indirect control over the whole or part of the business of the other or if a person has direct or indirect control over both of them). Juristic person = Registered Trading Company

National Credit Act Information			
a)	Is the asset value of your business in Rand combined with the asset value of all related juristic persons	<input type="checkbox"/>	Less than R1,000,000 <input type="checkbox"/> More than R1,000,000
b)	Is the annual turnover of your business combined with the annual turnover of all related juristic persons	<input type="checkbox"/>	Less than R1,000,000 <input type="checkbox"/> More than R1,000,000
*(a) and (b) above must be completed by juristic persons as defined in the NCA, namely companies, close corporations, partnerships, associations and trusts where there are three or more trustees or one of the trustees is a juristic person.			

Consumer Protection Act Information			
c)	Is the asset value of your business in Rand combined with the asset value of all related juristic persons	<input type="checkbox"/>	Less than R2,000,000 <input type="checkbox"/> More than R2,000,000
d)	Is the annual turnover of your business combined with the annual turnover of all related juristic persons	<input type="checkbox"/>	Less than R2,000,000 <input type="checkbox"/> More than R2,000,000
*(c) and (d) above must be completed by juristic persons as defined in the CPA, namely companies, close corporations, partnerships, associations and trusts			

ACT'S BANKING DETAILS FOR EFT PAYMENTS	
Account Name	ACT Logistics (Pty) Ltd
Bank	Standard Bank
Branch Name	Tyger Manor
Branch Code	051001
Account Number	073 206 571

TERMS OF PAYMENT: WITHIN 30 DAYS FROM DATE OF MONTHLY STATEMENT

1 THE CUSTOMER APPLICATION - TERMS AND CONDITIONS

- 1.1 I/We the undersigned, hereinafter referred to as “**the Customer**”, hereby apply to ACT Logistics (Proprietary) to provide the Customer with Courier Services and Services incidental thereto and subject to the following terms and conditions, the full nature of which the Customer is fully aware and to which the Customer agrees to be bound.
- 1.2 The prices shall be as stated on the Service Costs Schedule from time to time.
- 1.3 The Customer hereby chooses the address set out in the Application to which this document is attached, as the Customer’s chosen domicilium citandi et executandi (address for serving legal notices), and further, expressly acknowledges that the Customer shall accept service of any document at such address.
- 1.4 It is hereby acknowledged that unless any special arrangements to the contrary is made and confirmed in writing by ACT, any Services provided by ACT pursuant to this Application, will be subject to payment immediately on presentation of Statement.

2 USE OF THE CUSTOMER’S CREDIT INFORMATION

When a Customer applies to ACT to open an account, the Customer acknowledges and agrees to the following:

- 2.1 ACT will (a) check its own records for information and/or (b) search credit bureau for information and/or (c) check trade references for information on –
 - 2.1.1 the Customer’s business accounts if the Customer is a director, member, shareholder or partner in a small business;
 - 2.1.2 the Customer’s personal accounts, and if relevant, the Customer’s spouse or partner’s accounts, or the accounts of any other person with whom the Customer shares income and mutually bears obligations.

3 USE OF INFORMATION

- 3.1 “**Use of Information**” – what ACT does with the information the Customer supplies to it as part of the Application.
- 3.2 The Customer acknowledges and agrees that –
 - 3.2.1 information that is supplied to ACT may be sent to a credit bureau;
 - 3.2.2 In the process of the Customer’s Application ACT will obtain information from credit bureau for the following purposes to –
 - 3.2.3 assess the Customer’s Application, the Customer’s level of indebtedness and debt repayment history as required by the National Credit Act No. 24 of 2005 (“**the NCA**”); and/or
 - 3.2.4 assess risk; and/or
 - 3.2.5 validate and verify the information which the Customer provides to ACT, including the Customer’s identity and the identity of the Customer’s spouse, partner or other directors/partners; and/or
 - 3.2.6 undertake checks for the prevention and detection of fraud and/or money laundering.

4 ACCOUNT MANAGEMENT

- 4.1 The Customer acknowledges and agrees that –
 - 4.1.1 once ACT has agreed to supply Services to the Customer pursuant to Application, ACT will supply information to a credit bureau about how the Customer conducts that account;
 - 4.1.2 if the Customer borrows or makes use of ACT’s payment terms and does not repay in full and on time, this information will be provided to credit bureau, after ACT has been given the customer 20 (twenty) business days’ notice of its intention to send this information to the credit bureau;
 - 4.1.3 ACT may make periodic searches of credit bureau information to
 - 4.1.3.1 manage the Customer’s account with them; and
 - 4.1.3.2 take decisions regarding affordability and/or the risks involved in offering the Customer payment terms;

- 4.1.4 if the Customer has borrowed from ACT, or made use of ACT’s payment terms and does not make payments that the Customer owes ACT, ACT will trace the Customer’s whereabouts using credit bureau information and recover payment; and
- 4.1.5 ACT may supply trade references to credit bureau.
- 4.1.6 The signatories

5 DECLARATIONS AND WARRANTIES BY THE CUSTOMER

5.1 The Customer warrants and declares that –

- 5.1.1 the Customer has been given an adequate opportunity to read and understand the terms and conditions of this Agreement and is aware of all the terms thereof, particularly those printed in bold. The Customer understands and accepts its risks and costs as well as its rights and obligations under this Agreement;**
- 5.1.2 the Customer has full power and authorization to effect and carry out the obligations in terms of this Agreement and, if the Customer is a corporate entity, association, partnership or a trust, that all necessary corporate and/or other actions were taken to authorize the execution of this Agreement and the Customer will provide ACT with the originals or certified copies of all documents confirming such authorization;**
- 5.1.3 all the information the Customer provided to ACT in connection with the conclusion of this Agreement is true, complete and accurate and the Customer is not aware of any material facts or circumstances not disclosed to ACT and which, if disclosed, may adversely affect the decision to enter into this Agreement;**
- 5.1.4 entering into this agreement will not cause it to become over-indebted as contemplated in the NCA;**
- 5.1.5 the Customer has fully and truthfully answered all and any requests for information addressed to it by or on behalf of ACT leading up to the conclusion of this Agreement;**
- 5.1.6 the Customer has the necessary legal capacity to enter into this agreement and is not subject to an administration order referred to in section 74(1) of the Magistrates Court Act, any sequestration, liquidation or judicial management order or any business rescue proceedings;**
- 5.1.7 ACT did not make an offer to the Customer which would automatically have resulted in an agreement if the Customer had not declined the offer;**
- 5.1.8 ACT has not induced, harassed or forced the Customer to enter into this Agreement;**
- 5.1.9 this Agreement was completed in full at the time of the Customer signing the Agreement; and**

6 AGREEMENT AND SIGNATURE

This application Form as read together with –

- 6.1 ACT’s Terms and Conditions / Standard Trading Conditions**
A Print copy was given as part of the Rate presentation pack
A print copy is available on the website www.myact.co.za
- 6.2 ACT Rate/Service Sheet/Liability waiver and Indemnity**
A print copy was given as part of the rate presentation pack
A print copy of the Liability waiver and Indemnity is on the website www.myact.co.za
- 6.3 Service Listing**

Contain the entire and only agreement between the Customer and ACT (“the Agreement”) and on the signing of same the Customer agrees to be bound by all such documents

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NAME OF APPLICANT/ CUSTOMER:	
NAME OF AUTHORISED REPRESENTATIVE OF COMPANY : FILL IN INITIALS AND SURNAME BELOW	Name of authorized representative who warrants that he/she is duly authorized hereto and record that he/she: <ol style="list-style-type: none"> 1. agrees to ACT Terms and Conditions for facility 2. Rate/Service Sheet 3. Service Listing 4. Standard Trading Conditions 5. Understands the Exclusions & Limitations of Liability. 6. The Insurance Options Form has been explained to me and is signed and attached to this application.
Designation	
Place of Signature	
Signature	
Date	

These documents MUST be obtained for opening of new accounts

Companies / Closed Corporations:

- Memorandum of Association and the Company's Statute
- CIPC – Showing IN BUSINESS
- Resolution if all the Members/Directors cannot sign the Credit Application
- VAT Certificate
- Latest Audited Annual Financial Statements as well as Personal Statements (Assets + Liabilities) where the shareholders or members are signing personal surety
- Copy of Cancelled cheque

Partnerships

- Resolution if all Partners cannot sign the Credit Application
- Financial Statements as well as Personal Statements of Partners (Assets + Liabilities)
- Copy of cancelled cheque
- Copy of ID document
- Property value certificate if available
- Copy of latest utility (electricity) bill/bank statement showing proof of address from where trading and trading name
- VAT Certificate

Individuals / Sole Proprietor

- Copy of ID documents (Husband and wife)
- Marriage certificates and how they are married (in/Out of community of property or Ante Nuptial Contract)
- Copy of Ante Nuptial contract
- If divorced, copy of divorce order
- Copy of cancelled cheque
- Copy of latest utility (electricity) bill/bank statement showing proof of address from where trading and trading name
- Copy of SARS Document (detailing Income Tax number)
- Property Value Certificate if available
- Financial Statements
- VAT Certificates

Trust

- Copy of latest utility (electricity) bill/bank statement showing proof of address from where trading and trading name
- Letter of Authority containing proxy for signing documents on behalf of the trust
- Copy of Trust Deed containing Trust's registration number
- Financial Statements
- Copy of cancelled cheque
- VAT certificate

Joint Ventures

- Copies of Joint Venture agreements between the partners concerned
- Depending on the legal entities involved in the Joint Venture, the documentation required as above

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