



Date:▶	For	Office use	Acc Type:	▶
Rep Code:▶			Customer Acc. Code:	▶
Area/Province:▶			Credit Verification Done:	▶
Terms:COD			Contacted Customer:	▶
Credit Limit Required:▶			Credit Limit Granted:	▶

Trading Name of Business:	▶	Pub/Rest./Liq. Store/Tavern/Retailer/Distributor/Supermarket/Resort/Hotel/B&B:		
Registered Name (Legal Entity)	▶	Period under ownership/management:	▶	
Halewood Rep Name:	▶	Business Telephone Number (Landline):	▶	
Business Contact Person:	▶	Fax Number:	▶	
Owner Cell Number:	▶	E-Mail Address:	▶	
Manager Cell Number:	▶	Accounts Dept Number:	▶	
Company/CC Registration Number:	▶	Company Type: Sole Prop, CC, Pty	▶	
Liquor License Number:	▶	VAT Number:	▶	

Your Postal Address		Physical Business Address (Also your Delivery Address)	
City/Town:	Postal Code:	City/Town:	Postal Code:

Details of all Directors/Members/Owners (Compulsory)			
Full Name	ID Number	Residential Address	Contact Number

Bank details			
Bank	Account Number	Branch ode	

Trade References (Compulsory)			
Company	Telephone Number	Approximate value of trade per month	How many Years?

The following documents must be attached or this Application will not be processed:

Copy of owner's ID = Liquor License = Vat Registration = Company, CC or Pty Ltd Registration = a cancelled cheque.

Special delivery Instructions: E.G. "Only deliver in afternoons" etc.

Signature of Owner/Owners: ▶	Print Name: ▶	Date:
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Fax Application back to:011 422 5808//Queries:011 746 4244//Orders:011 746 4243/46

SALE AND CREDIT TERMS AND CONDITIONS

1. Halewood International (South Africa) hereinafter referred to as "the Company", and its successors, cedents or assigns, reserve the right to vary the terms of the credit from time to time.
2. The applicant agrees to advise the Company of any change in status of the applicant, or of any change to the information given in the application, in writing, the notification to research the Company within seven (7) days of the applicant becoming aware of the change.
3. The applicant acknowledges that, from the date of the signature hereto, all goods which may be delivered to the applicant will be for the account of the applicant.
4. The applicant acknowledges and agrees to notify the Company in writing of any change in ownership of the applicant. Should such change not be notified and to the applicant's address until notification of such change is acknowledged in writing by the Company.
5. The applicant, by signature hereto, consents to the Jurisdiction of a Magistrate's Court by virtue of and under Section 28 of the Magistrate's Court Act of the Republic of South Africa, or under the equivalent legislation of the country where the debtor resides, for the determination of any claim arising from this application and from the supply of any goods to the applicant by the Company. The applicant further submits to the jurisdiction of the Magistrate's Court in any Province of the Republic of South Africa; should the applicant not be subject to the jurisdiction of any court having legislation equivalent to the abovementioned Magistrate's Court Legislation, the Company and its sole discretion determining which Magistrate's Court it may choose to nominate in determining where its claim may be brought.
6. The customer agrees that, in the event of the account falling into arrears, that is, not being paid of time as notified by the Company to the customer from time to time, that interest may at the discretion of the Company be raised to any account granted as a result of this application at the maximum rate determined from time to time by the Usury Act, or other Act as may be applicable enacted by the Legislature of the Republic of South Africa, and the customer agrees to be bound thereby regardless of the Domicilium of the customer.
7. If the customer breaches any of the terms or conditions of this agreement; the customer's estate is provisionally or finally sequestrated or liquidated or placed under a provisional or final judicial management or under curatorship or the customer should die; then the full amount of the customer's indebtedness of the company, from whatsoever cause shall immediately become due, owing and payable to the Company.
8. Should the Company exercise its right against the customer following a breach by the customer of any of the terms and conditions hereof, or collect from the customer any overdue balance or amount owing, the customer shall be liable to the Company for all expenses incurred by the Company, all legal charges on an attorney and client scale, collection charges and tracing fees. All payments received by the company shall be allocated to such expenses, as referred to in this Clause, incurred by the Company, and thereafter to interest and finally to the principal debt.
9. The customer, by signature hereto and to the application for credit, agrees that any latitude or indulgence granted, howsoever arising, shall not constitute waiver or precedent for departure from the application for credit or these terms and conditions, nor shall any such departure or indulgence be deemed to be a novation in any way nor shall it be deemed to be any waiver of rights to the Company.
10. The customer agrees that, notwithstanding anything to the contrary herein, that ownership of any goods supplied and sold to the customer, shall not pass upon delivery, but shall only pass on payment, and that all risk in the goods sold and delivered shall vest in the customer at all times from delivery.
11. The customer undertakes, in the event of the customer occupying premises not owned by the customer, to advise the name, address and telephone number of the owner of the premises.
12. The customer agrees, that should the customer at any time fall into arrears in respect of the agreed terms and conditions, and period of payment that the Company or its agent or representative, may summarily and without notice, take repossession of goods supplied by the Company, and the customer hereby waives all rights to any mandament van spolie.
13. The customer hereby elects and appoints his address appearing on the application (or any address within the Republic of South Africa, of which the customer notifies the Company in writing) as his domicile citandi et executandi at which all notices and/or legal process under or in connection with this agreement shall be delivered to or served upon the customer. The notice will have been sent to such address by pr-paid registered post and shall be deemed to have been received on the 4th day after posting thereof.
14. The customers' application will take two working days to verify and be processed by the company.
Queries could be made at 011 746 4232 or 011 746 4200. The Company fax number is 011 422 5808
15. **The Company banking details are: Standard Bank Benoni: Branch 013042, Account Number: 022 452 745.
The Company requires the customer to write the account number, example ABC001, on the deposit slip ("reference") to prevent monies ending up in a suspense account in the Companies' books.**
16. Note: It is a contravention of the Liquor Act, 27 of 1989 if Halewood International (Pty) Ltd supplies liquor products to customers who do not have a valid Liquor License issued by the Liquor Board in accordance with the Liquor Act of 1989.
17. The Company may at its discretion without notice place any account granted as a result of this application, "ON HOLD" and the Company will not be responsible for any losses or damages arising therefrom or from any cause whatsoever resulting from the withholding of supplies or credit.
18. Reinstatement of supplies or credit facilities will be at the discretion of the Company.
19. The terms "COD", must be strictly adhered to. If, for example, the customer is a COD account holder and at time of delivery of the goods the Company driver is informed that the customer will do an EFT transfer the customer's account will immediately be placed "ON HOLD" till it appears on the Company bank statement.
20. Accounts "ON HOLD" will only be lifted when funds appear on the Company Bank Statement or when the driver or representative has the **cash** in their hands – "driver has cheque in his hands", "we need the stock urgent", "we will pay the old invoice with this delivery", and other promises, etc. are not valid reasons anymore to take your account "OFF HOLD"
21. A cheque that is dishonored (no funds, wrong amounts, wrong dates, not signed, etc.) will also result in the customers' account being placed "ON HOLD".

Dated at _____ this _____ day of _____ 20____

Signature: _____

Witness: _____