

ROADWORLD CLEARING & FORWARDING PTY LTD

REG No: M2005/009570/07

VAT No: 4750219679



Application for the Opening of an Account Facility

Mission Statement

We pride ourselves on providing exceptional and personalised customer service, creating true partnerships which enable our customers to grow their businesses.

Service is the cornerstone of our business!

www.roadworld.co.za

ROADWORLD CLEARING & FORWARDING (Pty) Ltd

Reg. No.: 2005/009570/07

Vat No.: 4750219679

Email: claudia@roadworld.co.za

APPLICATION REQUIREMENTS

We kindly request that the below information and documentation is provided where applicable:

- **Original Application Form**
Completed in black ink please. The details on the application are essential to enable us to assess your application as soon as possible

- **Resolution**
Please provide a resolution empowering the signatory to sight the Application on behalf of your organisation.

- **Account confirmation letter from the bank**
Please provide us with a confirmation letter from your bank confirming details of your bank account.

- **Letterhead**
Please provide us with a copy of your letterhead

- **Individual / Surety**
All directors/owners are required to complete and sign a suretyship Agreement and attach copies of ID (Annexure A)

- **Vat Number**
Kindly provide us with a copy of your SARS Notice of Registration (VAT103)

- **Trade References**
(Not Telkom / Credit Card Institutions) Suppliers

YOUR ASSISTANCE IN THIS REGARD IS APPRECIATED

ROADWORLD CLEARING & FORWARDING (Pty) Ltd

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APPLICATION FOR CREDIT
INCORPORATING DEED OF SURETYSHIP
AND STANDARD CONDITIONS OF CREDIT

ACCOUNT NO _____

1.1 Full legal name of business:

1.2 Trading name (if different from legal name): _____

1.3 If a subsidiary, please state name of holding company: _____

1.4 Registration Number: _____

1.5 Vat Number: _____

1.6 Type of Entity: *Tick appropriate block*

Public Company

Private Company

Close
Corporation

Partnership

Sole Proprietor

Trust

2.1 Postal Address: _____

Code: _____

2.2 Physical Address ("domicillium"): _____

2.3 Telephone: _____ Area Code : _____

2.4 Cell number: _____

2.5 Email (for freight): _____

2.6 Email (for accounts): _____

2.7 Previous forwarding / clearing agents: _____

3.1. Type of Freight requirements: *Tick appropriate block*

Imports Exports or Both

3.2 Type of Service: *Tick appropriate block*

Air Freight Sea Freight or Both

3.2.1 Importers code: _____ 3.2.2 Exporters code: _____

4. **Auditors / Accounting Officer:** _____

Name: _____

Telephone No: _____ **Area Code :** _____

Date of latest audited financial statements: _____

5. **Personal details of Directors / Members / Partnership or Sole Proprietor:**

FULL NAMES	IDENTITY NO.	RESIDENTIAL ADDRESS	HOME TEL NO.

6. **Trade References:**

NAME OF SUPPLIERS	ADDRESS	TELEPHONE NUMBER

7. **Bank:** _____

Branch Name: _____

Branch Number: _____

Account Number: _____

Year account was opened: _____

If less than 3 years, previous bank & account no: _____

8.1 Credit Required per period: _____

8.2 Type of Account: *Tick appropriate block*

7 Days 15 Days or 30 Days

9. TERMS AND CONDITIONS OF CREDIT

1. I, the Applicant, do hereby apply for a credit facility and acknowledge that the following terms and conditions shall be applicable and in consideration whereof I agree to be bound by the Standard Terms and Conditions of Trade which are available on request and which are deemed to have been received and read by the Applicant.
2. The Applicant confirms that a certificate signed by the Secretary or any Director / Member of the Creditor showing the amount owing by the Applicant to the Creditor shall be *prima facie* proof that the said amount is due, owing and unpaid and shall be satisfactory proof of what is contained therein for the purposes of any action (whether by way of provisional sentence, summary judgment or otherwise) proof of the debt on insolvency or for any other purpose whatsoever. Where the quantum of the Creditor's claim is thereafter disputed by the Applicant, the Applicant shall bear the onus of proving that such amount is not owing and/or due and/or payable.
3. The Applicant acknowledges that the credit facility granted by the Creditor is payable strictly within 30 days from the date of statement.
4. the Creditor shall be entitled to charge interest, at a rate of 2% plus the prime overdraft rate of the Creditors bankers on all overdue amounts in terms of this agreement from the date upon which such amount became due and payable until the date of payment. The Applicant agrees to make such payment.
5. I/We certify that the information submitted above is true and correct.
6. Where the Applicant is a Company, Close Corporation, Partnership or Business Trust:
 - a The signatory to this agreement states that he/she is authorized to bind the Applicant in this application;
 - b The signatory to this agreement further states that he/she binds himself/herself in favour of the supplier, its order or assigns (hereinafter referred to as the "Creditor") as surety and co-principle debtor in solidum to the Applicant for the due payment of amounts owing by the Applicant and in the due fulfilment of the obligations of the Applicant to the Creditor and that he/she specifically renounce the benefit of the legal exceptions of excussions and divisions, cession of action or *doubus velpuribus reis debendi*, the meaning and effect of which he/she declare himself/herself to be fully acquainted with.
 - c This Suretyship shall be a continuing one and shall remain in force not withstanding any fluctuation in the indebtedness of the Applicant to the Creditor or even temporary extinction thereof.
7. The Applicant acknowledges as *its domicilium citandi et executandi* the business address as reflected on the face hereof for service upon it of all notices and processes in connection with any claim for any sum due to the Creditor arising out of credit granted by the Creditor to the Applicant.
8. I/We agree that I/we shall be estopped from denying the validity of an order and that the person in our employ who placed the order did not have the authority to place such order.
9. The Applicant consents to the jurisdiction of the Magistrates Court in respect of any cause of action, irrespective of the amount of the claim.
10. I/We warrant that I/we are duly authorised to represent the Applicant and to bind the Applicant to these terms and conditions of trade.

11. The Applicant acknowledges that all goods are carried at the Applicant's risk and that the Creditor shall not be liable in respect of any loss or damages either to the Applicant or to any other person, whensoever and wheresoever and howsoever, and whether through any act or negligence of the Creditor, its agents or servants or otherwise, such loss or damage occurs.
12. In the event the Applicant at any time exceeds the credit limit, or in the event of any amount not being paid on due date (either on delivery, or in the case of approved accounts within thirty (30) days of presentation of the invoices), then the Creditor shall have the right, in its discretion, to refuse to transport any goods for the Applicant without incurring any liability to any party in respect of such refusal and to withdraw the Applicant's Credit facilities and all amounts whether due for payment or not shall immediately be due, owing and payable.
13. The Applicant shall not be entitled to withhold payment of any amount due in terms hereof by virtue of any claim the Applicant may have for compensation for loss or damage to goods, animals or other property, or for any reason whatsoever.
14. The Applicant is a juristic person whose asset value or annual turn-over at the time of signing of this Credit Application, equals or exceeds the threshold value determined by the Minister as set out in the National Credit Act 34 of 2005 ("the NCA") and accordingly the provisions of Section 129 of the NCA are not applicable.
15. The Applicant consents to the Creditor sharing information on his account with the Creditor, with other credit grantors and credit information agents, information shared with such credit grantors is used to make credit granting decisions, to prevent fraud and manage risk.
16. The Applicant warrants that he is credit worthy and hereby authorises the Creditor and/or any of its representatives to verify his credit worthiness with any third party and/or credit bureau.
17. This agreement constitutes the sole and exclusive agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature and not contained herein, shall be of any force or effect, unless reduced to writing and signed by both parties.

I/We acknowledge having read the above terms and conditions and without limiting the generality thereof, especially clause 6 and agree to be bound by all such terms and conditions

A complete version of Roadworld Clearing & Forwarding (Pty) Ltd Terms and Conditions can be found on our website www.roadworld.co.za

Full Name of signatory: _____

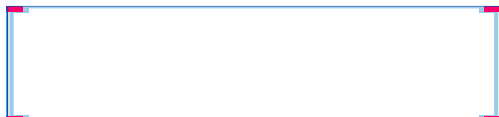
Capacity/ Position: _____

Signature: _____

(As in paragraph 6 above, and in my capacity as the duly authorised representative of the Applicant).

PLEASE NOTE THAT THE CONDITIONS OF TRADE MUST BE SIGNED. ONCE COMPLETED, THE ORIGINAL MAY BE HANDED TO YOUR REPRESENTATIVE OF OUR COMPANY OR POSTED. REGRET NO FAX COPIES. WE WILL GLADLY COLLECT ON REQUEST.

Dated at.....on the.....day of.....year.....



COMPANY STAMP

Resolution

At a meeting of the members / trustees / directors of _____

_____ (insert company name)

Held at _____ (insert place)

On the _____ day of _____ 20____

It was resolved that _____ (insert name / s)

In his / her capacity as employee / member / trustee / director of _____

_____ (insert company name)

Be and is authorised to sign any and / or all documents to enable the company / close corporation / trust to enter into agreements with Roadworld Clearing & Forwarding PTY LTD for the purposes of freight forwarding and related fields.

Signed by all the members / trustees / directors

Full Name: _____

Full Name: _____

Full Name: _____

Full Name: _____

Full Name: _____

Full Name: _____



3rd September 2020

ROADWORLD NOTICE – CLEARING INSTRUCTIONS

Dear Valued Client,

The South Africa Revenue Service requires that only an authorised signatory from an importer or exporter may sign clearing instructions. The authorized signatory must be either a director of the company or someone within the organization, nominated via a company resolution, giving them permission to sign the clearing instructions and if not already done, please send a copy of the resolution to your Roadworld representative for us to keep on file.

The following extract from the SARS Policy refers:

2.7.3 Clearing Instructions

a) Importers and exporters are required to give written clearing instructions to their agents in an effort to avoid careless mistakes and to place clearing agents in a better position to avoid under entries and wrong clearances and thereby eliminating unnecessary work at a later stage.

Blanket clearing instruction (one clearing instruction used for all repetitive clearances is not allowed).

It is mandatory for importers and exporters to provide their clearing agents with clearance instructions in an approved form (see paragraph b below), for each CCD submitted to Customs.

SARS has published a draft rule amendment, to include additional information on the clearing instruction but we can confirm that our existing document complies with the draft rule amendment and no changes are required for Roadworld's clearing instruction.

Yours sincerely

ROADWORLD MANAGEMENT AND STAFF

Directors : N A Fusedale, C Fusedale, A Soldatos Reg. No. 2005/009570/07	Page 1 of 1
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