

# RED STAR WHOLESALE CREDIT APPLICATION & LIMIT INCREASE



## 1. APPLICANT DETAILS

Registered Name of Business \_\_\_\_\_  
 Trading Name \_\_\_\_\_ Office Tel. No. \_\_\_\_\_  
 Business Type: Company  Partnership  Sole Proprietorship  Closed Corporation  Other \_\_\_\_\_  
 Business Registration Number \_\_\_\_\_ Vat Registration Number \_\_\_\_\_  
 Billing Address \_\_\_\_\_ Statements E-mail \_\_\_\_\_  
 \_\_\_\_\_ Director to Contact \_\_\_\_\_  
 Code \_\_\_\_\_ Province \_\_\_\_\_ Director Tel. No. \_\_\_\_\_

Do you have any other accounts with RSW in addition to the one associated with this application? YES  NO

Please name any other associated businesses with RSW credit \_\_\_\_\_

## 2. DELIVERY ACCOUNT DETAILS: (EXISTING ACC. NO.: FS \_\_\_\_\_ CURRENT CREDIT LIMIT: R \_\_\_\_\_)

Category: Hospitality  Catering  Office  Retail  Redistribution  Education  NPO  Other   
 Delivery Address \_\_\_\_\_ Other Category \_\_\_\_\_  
 \_\_\_\_\_ Credit Limit Required: R \_\_\_\_\_  
 Code \_\_\_\_\_ Province \_\_\_\_\_ Deliveries E-mail \_\_\_\_\_  
 Replenisher Name & Surname \_\_\_\_\_ Replenisher E-mail \_\_\_\_\_

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

## 3. BUSINESS BUYING CARD: (EXISTING ACC. NO.: CFS \_\_\_\_\_ CURRENT CREDIT LIMIT: R \_\_\_\_\_)

Display Name on Card \_\_\_\_\_ Send SMS Notifications for Card to \_\_\_\_\_  
 Credit Limit Required: R \_\_\_\_\_ Send E-mail Notifications for Card to \_\_\_\_\_

## 4. 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 \_\_\_\_\_

## 5. TRADE REFERENCES

1. Name \_\_\_\_\_ Tel No.: \_\_\_\_\_ Credit Limit: R \_\_\_\_\_  
 2. Name \_\_\_\_\_ Tel No.: \_\_\_\_\_ Credit Limit: R \_\_\_\_\_

## 6. DETAILS OF AUTHORISED REPRESENTATIVE

Title (Mr/Mrs/Ms/Other) \_\_\_\_\_ Initials \_\_\_\_\_ Identity Number \_\_\_\_\_  
 Name \_\_\_\_\_ Date of Birth (dd/mm/yyyy) \_\_\_\_\_  
 Surname \_\_\_\_\_ Designation \_\_\_\_\_

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.

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

The completed form along with the supporting documents should be uploaded at:  
[www.redstarwholesale.co.za/digital-application](http://www.redstarwholesale.co.za/digital-application)  
 or alternatively submitted by e-mail to  
[applications@redstarwholesale.co.za](mailto:applications@redstarwholesale.co.za)

### ATTACH THESE DOCUMENTS WITH YOUR APPLICATION

- 1 Company documents (Certificate issued by CIPC)
- 2 Documentary evidence of authority of the person acting on behalf of the Applicant (Representative) (e.g. Power of Attorney, Mandate, Resolution, Court Order, Letter of Authority)
- 3 Certified copies of the Identity Documents of all directors and shareholders
- 4 Certified copy of the Identity Document of the Representative
- 5 Proof of address of Company/Sole Proprietor
- 6 Proof of banking details
- 7 Copy of business liquor licence (if applicable)

# TERMS AND CONDITIONS

## RED STAR WHOLESALE [a division of Shoprite Checkers (Pty) Ltd]

The terms and conditions under which RED STAR WHOLESALE [a division of Shoprite Checkers (Pty) Ltd], hereafter referred to as Red Star Wholesale, 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 Red Star Wholesale. Red Star Wholesale has no obligation to accept such offer.
- 1.2 The Facility Agreement will be entered into on the day that Red Star Wholesale accepts the application.
- 1.3 Any application is subject to Red Star Wholesale approval. Red Star Wholesale 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 Red Star Wholesale 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 Red Star Wholesale on the information provided by the Applicant. All information provided by the Applicant must be accurate, correct and complete.
- 1.6 Red Star Wholesale 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 Red Star Wholesale.
- 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 Red Star Wholesale 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 Red Star Wholesale 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 its 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 its obligation to pay all amounts due to Red Star Wholesale as the Account Holder may obtain information from Red Star Wholesale 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 Red Star Wholesale 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 seven days (for clearance purposes) before stock will be released.

### 5. CERTIFICATE

- 5.1 A certificate signed by any manager of Red Star Wholesale (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 domicilium by notice to Red Star Wholesale which domicilium change will only take effect 7 days after receipt of such notice by Red Star Wholesale.

### 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 Red Star Wholesale 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 Red Star Wholesale 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 its obligations in terms of this Facility Agreement to any third party.
- 7.7 The Account Holder may not change its banking details for the debit order without prior written notice to Red Star Wholesale and without providing Red Star Wholesale with the new banking details.

### 8. CHANGES OF CONDITIONS OF USE

- 8.1 Red Star Wholesale 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 E-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 Red Star Wholesale, 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 Red Star Wholesale (for example strikes, trade disputes, accidents, computer failure, breakdowns, power failures, shortages affecting Red Star Wholesale or Red Star Wholesale's usual sources of supply or Red Star Wholesale's means of delivery of the goods).
- 9.2 Red Star Wholesale 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 it in terms of the Facility Agreement on due date; or
  - 10.2.2 committing a breach of any other term and/or condition set out in this Facility Agreement; or
  - 10.2.3 committing any act which is unlawful, immoral or which constitutes immoral business practice; or
  - 10.2.4 having any judgement in excess of R20 000.00 (twenty thousand rand) taken against it, and failing within 7 (seven) days of it 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 being unable, or failing or admitting an inability in writing to pay its debts as and when they fall due; or
  - 10.2.6 making any representation in connection with its 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 committing any act of insolvency. Then all amounts owing by the Account Holder to Red Star Wholesale will become immediately due and payable, and the Account may be closed immediately.
- 10.3 In the event of Red Star Wholesale instructing attorneys to collect from the Account Holder any amounts owing to Red Star Wholesale, 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 Red Star Wholesale exceeds the normal jurisdiction of the Magistrate's court as to amount. Red Star Wholesale may institute proceedings, notwithstanding foregoing consent in any other of competent jurisdiction, at its own discretion.

### 11. RED STAR WHOLESALE BUSINESS BUYING CARD

- 11.1 The card will be subject to a purchase limit determined by Red Star Wholesale 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 a 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 Red Star Wholesale driver against the proof of delivery. The Account Holder must make a note of all shortages and damaged goods on the Red Star Wholesale proof of delivery at the time that the goods are delivered.
- 12.2 Roll cages, pallets and tote boxes remain the property of Red Star Wholesale at all times. Red Star Wholesale 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 Red Star Wholesale 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 Red Star Wholesale obtaining any necessary information to ascertain or confirm the credit record of the Account Holder. Red Star Wholesale 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 they have read and understood the above terms and conditions, and therefore, signs same voluntarily and without inducement.

### 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 Solidium in respect of all amounts owing by the Account Holder to Red Star Wholesale.
- 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 their spouse to enter into such surety.

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

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

# DISCOVER THE BENEFITS OF

# RED STAR WHOLESALE

## CATERING SERVICES

# APPLICATION FORM

- ✓ Get It All From One Supplier
- ✓ Assured Quality
- ✓ Improve Cashflow
- ✓ Effortless Shopping
- ✓ Reduce Waste
- ✓ Buying Card

**2.5 % DISCOUNT WITH OUR BUYING CARD AT:**

