

## APPLICATION FOR 30 DAY FACILITY

"ACT" EXPRESS/LOGISTICS	YES/ NO	"ACT" FULFILLMENT	YES/NO
<b>Registered Company name:</b>			
<b>Trading name:</b>			
Entity Type: (Tick applicable Box and <b>attach relevant Registration Documentation</b> ) 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 number:			
Mobile Contact number:			
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		
Postal Code			
For Payment Contact:		Email	
Invoicing requirement:	Daily <input type="checkbox"/>	Weekly <input type="checkbox"/>	Monthly <input type="checkbox"/>
<b>Auditors / Accountant</b>			
Name			
Address			
Contact Person and Telephone			
Audited financials available	YES / NO	(Please circle applicable)	
<b>CIPC REGISTERED IN BUSINESS?</b>	YES / NO	(Please circle applicable)	

Directors / Partners / Members / Trustees				
Full Name	Residential Address	Email	ID Number	Mobile Phone

CLIENT TRADE REFERENCES			
COMPANY	CONTACT NAME	ACCOUNT NO	TELEPHONE NUMBER

CLIENT BANKING DETAILS		
Account Name:	Bank:	Branch code:
Branch Name:	Account Number:	

MAXIMUM FACILITY REQUIRED			
Per month	R	Per year	R

Number of parcels dispatched per month or Number of shipments picked and packed per month?								
<input type="checkbox"/>	10 - 20	<input type="checkbox"/>	More than 20	<input type="checkbox"/>	20 plus	<input type="checkbox"/>	Daily	Weekly

DOES YOUR COMPANY HAVE GOODS IN TRANSIT INSURANCE	YES <input type="checkbox"/>	NO <input type="checkbox"/>
WOULD YOU LIKE GOODS IN TRANSIT INSURANCE BROKERS TO CONTACT YOU	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Service/s required:	National S.A. <input type="checkbox"/>	Cross Border <input type="checkbox"/>	internet <input type="checkbox"/>	Pick Pack Fulfillment services <input type="checkbox"/>
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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). 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 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

**1 THE CLIENT APPLICATION - TERMS AND CONDITIONS**

This agreement encompasses "ACT" LOGISTICS PTY LTD and associated company "ACT" FULFILLMENT PTY LTD both hereinafter referred to as "ACT"

- 1.1 I/We the undersigned, hereinafter referred to as "the Client", hereby apply to "ACT" to provide the Client with Courier Services/ Fulfillment services and Services incidental thereto and subject to the following terms and conditions, the full nature of which the Client is fully aware and to which the Client agrees to be bound.
- 1.2 The prices shall be as stated on the Service Costs Schedule from time to time.
- 1.3 The Client hereby chooses the address set out in the Application to which this document is attached, as the Client's chosen domicilium citandi et executandi (address for serving legal notices), and further, expressly acknowledges that the Client 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 30 days from date of Statement.

**2 USE OF THE CLIENT'S CREDIT INFORMATION**

When a Client applies to "ACT" to open a trading facility, the Client 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 Client's business accounts if the Client is a director, member, shareholder, or partner in a small business;
  - 2.1.2 the Client's personal accounts, and if relevant, the Client's spouse or partner's accounts, or the accounts of any other person with whom the Client shares income and mutually bears obligations.

**3 USE OF INFORMATION**

- 3.1 "Use of Information" - what "ACT" does with the information the Client supplies to it as part of the Application.
- 3.2 The Client 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 Client's Application "ACT" will obtain information from credit bureau for the following purposes to -
  - 3.2.3 assess the Client's Application, the Client'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 Client provides to "ACT", including the Client's identity and the identity of the Client'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 Client acknowledges and agrees that -
  - 4.1.1 once "ACT" has agreed to supply Services to the Client pursuant to Application, "ACT" will supply information to a credit bureau about how the Client conducts that account;
  - 4.1.2 if the Client 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 given the Client 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 Client's account with them; and
- 4.1.3.2 take decisions regarding affordability and/or the risks involved in offering the Client payment terms;
- 4.1.4 if the Client has borrowed from "ACT", or made use of "ACT"'s payment terms and does not make payments that the Client owes "ACT", "ACT" will trace the Client'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 CLIENT**

**5.1 The Client warrants and declares that -**

- 5.1.1 **The Client 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 Client understands and accepts its risks and costs as well as its rights and obligations under this Agreement;**
- 5.1.2 **the Client has full power and authorization to effect and carry out the obligations in terms of this Agreement and, if the Client 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 Client will provide "ACT" with the originals or certified copies of all documents confirming such authorization.**
- 5.1.3 **all the information the Client provided to "ACT" in connection with the conclusion of this Agreement is true, complete and accurate and the Client 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 Client 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 Client 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 Client which would automatically have resulted in an agreement if the Client had not declined the offer;**
- 5.1.8 **"ACT" has not induced, harassed or forced the Client to enter into this Agreement;**
- 5.1.9 **this Agreement was completed in full at the time of the Client 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 printable copy is available on the website [www.myact.co.za/www.actfulfill.com](http://www.myact.co.za/www.actfulfill.com).  
"ACT" Rate/Service Sheet  
A print copy of the Liability waiver and Indemnity is on the website [www.myact.co.za](http://www.myact.co.za)
- 6.2 Service Listing

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

COMPANY NAME:	COMPANY NAME HERE	
NAME OF AUTHORISED REPRESENTATIVE OF COMPANY:	PRINT NAME HERE	
Name of authorized representative who warrants that he/she is duly authorized hereto and record that he/she: <b>1. agrees to "ACT" Terms and Conditions for facility.</b> <b>2. Rate/Service Sheet</b> <b>3. Service Listing</b> <b>4. Standard Trading Conditions</b> <b>5. Understands the Exclusions &amp; Limitations of Liability.</b> <a href="http://www.myact.co.za">www.myact.co.za</a> <a href="http://www.actfulfill.com">www.actfulfill.com</a>		
DESIGNATION OF AUTHORISED REPRESENTATIVE:		
SIGNATURE OF AUTHORISED COMPANY REPRESENTATIVE:	SIGNATURE HERE	
DATE:		
<b>Documentation required:</b>	<b>DATE RECEIVED HEAD OFFICE</b>	<b>DATE PROCESSED FOR FILE</b>
Completed Facility Application page 1 & 2		
Signed Terms & conditions, Initial page 3 & sign Pg 4		
FreightGuard Waiver Form - YES / NO		
Goods in Transit referral: - YES / NO		
Completed Client Information Sheet		
Company Registration Documents		
Copy of Vat Certificate (SARS statutory requirement)		
Service and approved Tariff Sheet		
Signed Surety Form by Director of Company		
Copy of Directors Identity Documents		
	<b>PROCESSED DATE</b>	<b>PACK RECEIVED DEBTORS - DATE</b>
CIPC Check		
Credit Check		
Facility Limit		
Approved by Head office date		
Name of person approving this facility		
Account number		
Rates loaded onto Parcel Perfect		
Welcome pack		
ACT Representative:		