



Plush Hospitality CC
 Ck 2009/156651/23
 Vat # 4100 264 128
 P O Box 3511, Durban, 4001
 Tel: 031 563 9282
info@plushhospitality.co.za

APPLICATION TO OPEN AN ACCOUNT

TO BE COMPLETED IN BLOCK LETTERS WITH FULL DETAILS:

Full Registered Name.....
 Full Trading Name.....
 Full Postal Address.....
 Full Delivery Address.....
 Telephone No..... Fax No.....
 Bankers..... Branch..... A/C No.....
 If Bankers Account less than 3 years, name previous Bankers.....
 Branch.....
 Type of Business.....

Details of Directors/Proprietors/Partners/Members/Shareholders

Name	Designation	Residential Address	I.D.Number

If a Closed Corporation or Company, state Registration No.....
 VAT NO.....

Date of Commencement of Business Name of Auditors Period of Ownership

Is property in which your business is situated OWNED / RENTED / LEASED.....

If rented / leased, state Landlord / Lessors name& Address.....

Has the Proprietor / Partner / Director / Members ever been insolvent.....

Nature of Business..... Vat Registration No.....

Current Trade References

Name	Address	Telephone No

Estimated value of monthly purchases..... Credit Limit Required.....

I the undersigned, Applicant (and duly authorized to act) hereby warrant that the information is true and correct and hereby apply for credit from Plush Hospitality CC. It is agreed that this application and Conditions of sale shall become effective immediately upon acceptance by Plush Hospitality CC. The applicant further acknowledges that he has read and agrees to the Conditions of Sale which forms part of the application.

Signed.....Partner / Proprietor / Director / Member

Date.....

CONDITIONS OF SALE

1. (a) Specifications, prices and extra lists issued by us from time to time are for information only and do not constitute offers for sale.
(b) Quotations are subject to confirmation by us after receipt of notification that they are acceptable.
2. Except as aforesaid, or as may specifically agreed in writing to the contrary, orders, after acceptance, are not subject to cancellation in whole or part, or to variation in any manner whatsoever.
3. Acceptance of order is based upon the costs to us of labour, materials, freight, and exchange and import duty rate ruling at the date of order. Any increase in the said costs before delivery, plus any additional costs arising from alterations, omissions or discrepancies in drawing specifications or information's supplied by the purchaser shall be for the purchaser's account.
4. The Purchaser shall not return goods for any reason without securing our prior agreement.
5. Claims for shortages must be made in writing immediately upon receipt of goods and no claims for shortages will be recognized unless made within seven days of receipt of the consignment in respect of which a shortage is alleged.
6. **TERMS OF PAYMENT.**
 - (a) Strictly 30 days Nett
 - (b) All overdue amounts shall bear interest as the overdraft rate or 2% per month, whichever is greater. Calculated from the due date of payment.
 - (c) The Magistrates Court shall have jurisdiction in any action instituted against the Applicant, notwithstanding that the amount of claim would otherwise have exceeded the jurisdiction of that of the court.
 - (d) Credit facilities may be withdrawn without reason or notice at any stage, upon which withdrawal of the full balance owing shall immediately become due and payable.
 - (e) In the event of any amount being handed over to the attorneys for collection by Plush Hospitality CC, the Applicant shall be liable for all Attorney and Client costs charged to Plush Hospitality CC including collection commissions.
7. Should any cheque, promissory note or bill of exchange drawn, made accepted or endorsed by the purchaser as the case may be, be dishonored, or should the purchaser fail to pay any debt owing to Plush Hospitality CC on due date, then all amounts outstanding shall immediately become due and payable irrespective of whether the purchaser has been granted deferred terms and whether or not we hold negotiable instruments which have not yet fallen due for payment.
8. Ownership of goods delivered or held in our warehouse on the purchaser's behalf, shall not pass until such time as all monies owing to us in terms hereof including interest, shall have been discharged.
9. We undertake that goods supplied by us will conform to specification and / or to any requirements specifically accepted by us in regard to each order but, except the aforesaid, we give warranty, express or implied, of material, workmanship or fitness of goods particular purpose, whether such purpose be known to us or not. In the event of the goods proving to be not in the accordance with the specifications or requirements of the aforesaid, we shall not be responsible for loss of the purchaser's profit or any direct or consequential loss, damage or charges arising therefrom, our liability being limited to replacement, that is, we will, if requested to do within a reasonable time, but not later than twelve months from the original date of delivery replace such goods free of charge, by supplying other goods at the initial place of delivery, which do comply with the specifications or requirements of the aforesaid. Reasonable time must be allowed to effect replacement.
10. We do not accept responsibility for any loss of profit or damages, directly sustained by the purchaser arising out of any defect in materials or component parts which are not manufactured or supplied by ourselves.
11. Applicant agrees that the signature of any employee of the applicant on Plush Hospitality CC's delivery note/invoice/waybill or on the delivery note authorized to any independent carrier will constitute delivery of goods purchased.
12. Every endeavor will be made to dispatch goods from the Works with due promptness, or within the time indicated by us, but will not accept any responsibility for loss or damage caused by non delivery or late delivery.
13. All serving and future Directors(s) of the Company / Close Corporation shall bind themselves jointly and severally as sureties and co-principal debtors in solidum for all obligations of the Company / Close Corporation towards Plush Hospitality CC in a form and substance approved by Plush Hospitality CC which may arise from this application for Credit facilities or any extension thereof. It is expressly hereby agreed that the Directors(s) of the Company / Member(s) of the Close Corporation serving as such date of signature hereof, shall furnish such surety upon the signature hereof and further that a Director of the Company / Member of a Close Corporation who for any reason whatsoever ceased to be a Director / Member, shall not be entitled to an exemption from his liability under such suretyship unless approved by Plush Hospitality CC in writing.
14. These terms and conditions are not capable of being cancelled or varied in whole or in part, unless such cancellation or variation is in writing and signed by both Plush Hospitality CC and the Applicant.
15. All Goods shall remain the property of Plush Hospitality CC until full settlement of Account.