

APPLICATION FOR NEXT DAY EFT PAYMENT ACCOUNT

APPLICANT FULL NAME: _____

IMPORTANT

- APPLICATION MUST BE HAND DELIVERED – NOT ALLOWED TO BE EMAILED OR FAXED (we require the original).
- APPLICATION TO BE COMPLETED IN BLACK INK ONLY.
- PLEASE PRINT CLEARLY

CAPE CUISINE TO BE REFERRED TO AS “THE CREDITOR” HEREINAFTER.

1 FULL NAME: _____

2 COMPANY REGISTRATION NUMBER: _____

3 VAT REGISTRATION NUMBER: _____

4 DATE STARTED TRADING: _____

5 PHYSICAL ADDRESS: _____

6 POSTAL ADDRESS: _____

7 TELEPHONE: _____ FAX: _____

8 CONTACT PERSON: _____

9 EMAIL: _____ WEBSITE: _____

I/We _____ and _____ the undersigned in my/our capacity as _____ and _____ do hereby warrant that all the information recorded in this application is true and correct, that I / We sign of my / our own free will and with the full knowledge and understanding of the contents hereof and that I / We are duly authorised in doing so on behalf of the applicant.

SIGNED AT _____ THIS DAY OF _____ 20

(The undersigned 1) (The undersigned 2)

(initial every page please)

By signing this document the Applicant agree to the following:

- 1 **Account must be paid within 48 hours or before the next delivery take place, whichever comes first.**
- 2 **Overdue accounts will be put on hold and debt recover steps will be taken.**
- 3 **It will be the Applicant's responsibility to ensure that money is paid, on or before the due date into Cape Cuisine's account:
ABSA, 4078870477, B/Code: 632005.
NB: The money must be in our account disregarding Saturdays, Sundays or Public Holidays.**
- 4 Cape Cuisine reserves the right to demand all outstanding monies on the account prior to agreed due date should there be any suspicious circumstances arising.
- 5 Every page must be initialised and document signed at the relevant places (black ink please).
- 6 Original document must be returned a.s.a.p. to Cape Cuisine.

The risk in and to the goods sold hereunder shall pass to the Applicant when the goods are received by the Applicant, notwithstanding the reservation of ownership therein.

The ownership of any goods delivered by the Creditor to the Applicant shall not pass to the Applicant until payment of the full purchase price has been made to the Creditor.

The Applicant hereby consents to the jurisdiction of the magistrate's court in any dispute arising out of this contract, but the Creditor may proceed before any division of the High Court of South Africa or the courts of the country of the domicile of the Applicant.

In the event of legal action being taken against the Applicant, the latter will be liable for all costs incurred on the scale as between attorney and own Applicant, including such collection commission as the Creditor is liable to pay to its attorneys.

All overdue amounts shall bear interest at the maximum permissible rate of interest as determined by the usury act no. 73 of 1968 (as amended) (or any other relevant law), from time to time, such interest to be reckoned monthly in advance from due date to payment.

The Applicant chooses domicilium citandi et executandi at the street address reflected in section(section 6).

In the event of the Applicant defaulting in payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to the Applicant.