



Please attach with Application:  
1. Cancelled Cheque  
2. Letterhead  
3. Copy of COR 39 Documents  
4. Extract of minutes / resolution of directors

## ACCOUNT FACILITY APPLICATION

REGISTERED NAME: \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

REGISTRATION NO: \_\_\_\_\_ VAT NO: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_ CODE: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_ CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

BANKERS NAME: \_\_\_\_\_ BRANCH: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ BRANCH CODE: \_\_\_\_\_

ACCOUNT HOLDER NAME: \_\_\_\_\_ AUDITOR NAME & TEL NO: \_\_\_\_\_

ACCOUNTS PAYMENT CLERK: \_\_\_\_\_

NAMES OF DIRECTORS / PARTNERS / PROPRIETOR: ID NUMBERS EMAIL ADDRESS

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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

### TRADE REFERENCES: (Top 3 Creditors - No Stationers or Office Equipment Suppliers)

NAME: CONTACT PERSON: TELEPHONE NO:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

CREDIT LIMIT REQUIRED: \_\_\_\_\_

I/we the undersigned, do hereby warrant my /our authority to act on behalf of the abovementioned company/partnership. I/we agree that all future transactions with Siyanqoba Worldwide Express (Pty) Ltd, shall be governed by and subject to the standard trading conditions which appear on the reverse side of this application. I/we accept that the standard conditions of trading form an integral part of this application as if included in writing on this credit application.

PRINT NAME: \_\_\_\_\_

**COMPANY STAMP (If Applicable)**

SIGNATURE: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

### SURETY / CO-PRINCIPAL DEBTOR

I \_\_\_\_\_ ID Number \_\_\_\_\_ (herein after referred to as "the Surety"), bind myself as surety for and behalf of and co-principal debtor in solidum with \_\_\_\_\_ (herein after referred to as "the debtor") to Siyanqoba Worldwide Express (herein after referred to as "the Creditor") for the due and punctual performance by the debtor of all his obligations to the creditor as at the date of giving of this surety whether presently due, owing and payable in the future.

This surety is given as a continuing suretyship and the surety hereby renounces the benefits of excussion and division.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

### FOR OFFICE USE ONLY

CREDIT GRANTED /REFUSED : \_\_\_\_\_

DATE: \_\_\_\_\_ AUTHORISED BY: \_\_\_\_\_

**1. DEFINITIONS**

- 1.1 In these conditions, the following words and expressions shall bear the following meanings assigned to them:
  - 1.1.1 "the Company" means Siyanqoba Worldwide Express (Pty) Ltd and/or any subsidiary, associate or affiliate of the afore going with whom a Sender has contracted and shall include its servants, agents and subcontractors and any person or persons carrying goods forming the subject matter of this contract under and in terms of a subcontract with the Company and any holding, subsidiary, affiliate or associate company of the Company;
  - 1.1.2 "the Sender" means the person who instructs the Company to collect or accept delivery of goods and to transport them and shall include the owner of the goods, the consignee and any person (whether acting on their own behalf or as agent or in any other capacity for a third party) who has any interest in such goods or in their receipt (whether contingent or otherwise);
  - 1.1.3 "HAWB" means the Company's house air waybill which is completed prior to the collection or acceptance of delivery of goods for transport;
  - 1.1.4 "the goods" shall mean any goods consigned to the Company for transport and forming the subject matter of this agreement, whether contained in one or more parcels or packages and whether consigned singularly or in parcels or in bulk and shall include any envelope, container, package, pouch, box or covering in which such goods are contained;
  - 1.1.5 "dangerous goods" and/or "hazardous goods" include those goods classified as such by Transnet and/or the Marine Division of the Department of Transport, any goods that are commonly referred to as "hazardous goods" in the airfreight industry, any goods which are, by their inherent properties capable of causing any harm or damage to any personal property, goods which require any special handling or precautions to prevent any harm or damage to persons or property and/or goods which are considered by the Company to be dangerous;
  - 1.1.6 "the handling of the goods" includes the goods being handled, warehoused, held, controlled, loaded or unloaded, carried or otherwise possessed by the Company for any purpose whatsoever;
  - 1.1.7 "drop box" shall mean a specifically agreed location, whether manned or not, where the Sender shall place goods for transport, to be collected by the Company at agreed intervals;
  - 1.1.8 "carrier" shall mean any person, company or entity that has been appointed by the Company to transport the goods.
- 1.2 Clause headings are inserted for convenience only and are not to be used in the interpretation of these conditions.
- 1.3 Unless the context indicates a contrary intention, an expression which denotes:
  - 1.3.1 any gender includes the other gender and vice versa;
  - 1.3.2 a natural person includes a juristic person and vice versa;
  - 1.3.3 the singular includes the plural and vice versa.

**2. NO VARIATION OF CONDITIONS**

The handling of the goods shall be subject to the conditions stated herein unless specifically varied by the Company in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the Sender's documentation. Should the Sender in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the Sender, the conditions set forth herein shall prevail and be of full force and effect unless specifically varied in writing with specific reference to the Sender's contrary documentation.

**3. INSTRUCTIONS TO THE COMPANY**

- 3.1 The Sender shall give the Company written instructions regarding the transportation of goods to be consigned to the Company, provided that the Company shall be entitled, but not obliged, to act on oral instructions alone.
- 3.2 If the Company receives both oral and written instructions which conflict with each other, the written instructions shall prevail and the Company shall act on the written instructions.
- 3.3 The Sender shall ensure the Company's HAWB is properly and correctly completed in all respects. In the event of a reverse collection, the Sender accepts any risk that may be associated with any incorrect information on or failure to properly complete the Company's HAWB by any person at the collection point.
- 3.4 If a specific service is not requested on the Company's HAWB, the Company shall transport the goods as a "Economy delivery" and shall charge the Sender accordingly.
- 3.5 The Sender acknowledges that any reference to specific types of service that may appear on the Company's HAWB are brand names used by the Company, do not necessarily refer to any specific methods or means of carriage and, accordingly do not place any obligation upon the Company to use any specific method or means of carriage or transport.
- 3.6 The Sender shall be responsible for the timely delivery to and the safety of goods at drop boxes. The Company shall bear no responsibility whatsoever for any goods consigned to it via drop boxes until it has physically taken possession of such goods from the drop box concerned.
- 3.7 In the event of temporary imports and/or exports, the Sender shall clearly and unambiguously instruct the Company on its HAWB that the goods are to be processed as temporary imports and exports. The Company shall not be liable for the payment or loss of any tax, duty or deposit in respect thereof paid to any competent authority if it was not clearly instructed on the Company's HAWB that the goods were consigned as temporary imports and/or exports.

**4. SUBCONTRACTING**

- 4.1 The Company reserves the right to employ subcontractors or agents to act as carriers for it. Where the Company employs independent third parties to perform all or any of the functions required of the Company, the Company shall have no responsibility or liability to the Sender for any acts or omissions of such third parties. However, if the Company is suitably indemnified against all costs (including attorney and own client costs) the Company shall take such action against the third party concerned on the Sender's behalf as the Sender may direct.
- 4.2 The Sender further acknowledges that:
  - 4.2.1 in the case of international forwarding, the Company may disburse such amounts on behalf of the Sender as may be agreed between such third party and the Company in its sole discretion. The Sender shall reimburse the Company for such amounts disbursed in addition to the Company's charges. The Company shall not be liable to the Sender for any additional charges incurred on its behalf by reason of the means, route or procedure adopted by the Company or its subcontractors (whether negligently or otherwise) or by reason of the fact that a saving might have been effected had another means, route or procedure been adopted;
  - 4.2.2 in the case of domestic forwarding, the Sender shall be liable only for the Company's charges;
  - 4.2.3 the Company, its agents or subcontractors shall be under no obligation to make any declaration to or to seek any special protection or cover from any carrier in respect of any goods falling within the definition by the carrier of dangerous or hazardous goods or of goods liable to be stored in the open.
- 4.3 The Sender agrees that the Company shall have no responsibility or liability to the Sender:
  - 4.3.1 for any act or omission on the part of any third party (whether negligent or not), nor shall the Company be obliged to take any action against any such third parties;
  - 4.3.2 for any loss, destruction, damage or expense caused by delay in delivery; or
  - 4.3.3 for any loss or damage arising from or caused by earthquake, tremor, volcanic eruption, a war, invasion, active foreign enemy, hostilities or warlike operations, civil war, mutiny, rebellion, revolution, military or usurped power or sacking or pillage in connection therewith.
- 4.4 Subject to the express instructions in writing given by the Sender, the Company reserves to itself complete freedom in respect of the choice of means, route and procedure to be followed in the handling and transportation of the goods. In particular, the use of the term "courier" in the description of services does not, unless specifically otherwise stated, imply that goods will be accompanied by an individual at any or all stages of transit.

**5. REMUNERATION**

- 5.1 In the absence of any written agreement to the contrary, the remuneration payable to the Company by the Sender will be in accordance with the standard tariffs of the Company.
- 5.2 The Company's standard tariffs are subject to review by the Company without prior notice to the Sender.
- 5.3 The Sender shall be liable for any duty, tax, Value Added Tax, general sales tax, import, fine or outlay of whatsoever nature levied by the authorities at any port or place in connection with the goods. The Company shall not be obliged to pay any such duty, tax, Value Added Tax, general sales tax, import, fine or outlay on behalf of the Sender to the relevant authorities. However, if the Company, in its discretion, does pay any such duty, tax, import, fine or outlay on behalf of the Sender, the Sender shall reimburse the Company for any such amount disbursed or losses sustained by the Company in connection therewith.
- 5.4 In the event of the Company being requested by the sender to insure the goods of the sender, the Company shall charge insurance on each shipment moved through the Company.
- 5.5 In the event of the Company being obliged to take out or obtain any licenses or permits, or to comply with the requirements of any lawful authority, the Company shall be entitled to make an additional charge to cover expenses resulting therefrom not already included in the Company's standard tariffs.
- 5.6 In the event of the Company being obliged to deviate from the route selected by it, or to carry the goods over another route, for any reason whatsoever, including but not limited to adverse weather conditions, impassable or dangerous roads, bridges, pontoons and ferries, or the instructions of any competent authority, the Company shall be entitled to charge an additional remuneration in proportion to the resulting extra distance travelled.

**6. PAYMENT OF REMUNERATION**

- 6.1 Unless otherwise agreed in writing, the Sender shall pay the Company the charges for the conveyance of the goods on the date on which the Company takes delivery of the goods for the purpose of procuring their forwarding to the consignee.
- 6.2 The Sender shall be liable to the Company for all remuneration, charges or disbursements due to the Company, even if any other person, such as the owner or consignee of the goods is at law liable for such charges. In this event, the Sender shall be entitled to recover such charges from the third party after it has settled the amounts due to the Company.
- 6.3 If credit facilities are granted to the Sender, then all monies due to the Company shall be payable within thirty (30) days after the date of the Company's statement in respect of the services rendered is issued.
- 6.4 If there is no specific provision in these conditions or in any other agreement or arrangement between the Company and the Sender relating to the terms of payment of the Company's charges, such charges shall be payable within seven (7) days after the Company has dispatched a demand for payment to the Sender, which demand may be sent by email, telefax, post or hand-delivery.
- 6.5 If the Company engages the services of an attorney to collect any monies that are due to it and that are overdue for payment, then the Sender shall be liable for all legal costs incurred, which costs shall be taxable and recoverable on the scale as between attorney and own client and shall include collection commission and trading costs.

**7. CARRIER'S LIEN**

- 7.1 As security for all moneys (whether past or present) owing for the handling of goods, whether forming the subject matter of this agreement or otherwise, the Company shall have a lien over all goods, documents, bills of lading, import permits as well as all repayments, refunds, claims or recoveries in its possession or under its control.
- 7.2 In addition, the Company shall be entitled to hold all goods as security for any other moneys which may be owing to it by the Sender from any cause whatsoever.
- 7.3 Notwithstanding that credit may have originally been granted by the Company to the Sender, the Company may at any time in its sole discretion retain possession of any goods pending the discharge of all the Sender's indebtedness to the Company, whether or not such indebtedness is related to the handling of the goods in question.
- 7.4 In the event of the Company retaining possession of the goods in terms of clause 7.1 and/or clause 7.2 and/or clause 7.3, the Company shall be entitled to store or warehouse the goods at such place as it deems fit, at the Sender's expense.
- 7.5 If any moneys owing to the Company are not paid by the Sender within three (3) days after they have become due, the Company shall be entitled without further notice:
  - 7.5.1 to open and examine the goods;
  - 7.5.2 to sell the whole or any part of the goods in such a manner and on such terms and conditions as it deems fit;
  - 7.5.3 to apply the proceeds of any sale after deducting all expenses thereof in payment or reduction of any amount due by the Sender to the Company (including the storage charges envisaged in clause 7.4), provided that any surplus shall be paid over to the Sender without interest immediately after the sale, if the Sender's address is known, and if not, upon demand made by the Company within ninety (90) days of the sale.
- 7.6 The Sender shall not be liable for any loss, damage or deterioration of such goods attributable to the implementation of this clause.
- 7.7 The Company's rights under this clause are not exhaustive and are in addition to any other rights that it may have against the Sender.

**8. SENDER'S WARRANTIES**

- 8.1 The Sender is bound by and warrants in favour of the Company:
  - 8.1.1 the accuracy of all descriptions, values and other particulars furnished to the Company for customs, raise and other purposes. The Sender indemnifies the Company against all expenses, claims or fines arising from any inaccuracy or omission of descriptions, values or other particulars (even if the inaccuracy or omission of descriptions, values or other particulars occurs without negligence);
  - 8.1.2 that the carriage of the goods will not violate or infringe any act, regulation or law and the Sender hereby indemnifies and holds the Company harmless against any claims and/or damages which the Sender may suffer by virtue of the Sender's breach of this warranty;
  - 8.1.3 that the goods are the Sender's sole property, alternatively, the Sender is authorised by the persons owning the goods to enter into this contract subject to these terms and conditions, and the Sender hereby indemnifies the Company against any claim of any nature made by the owner;
  - 8.1.4 that any of its employees, officials or agents who purport to contract with the Company on its behalf, are duly authorised to by the Sender. The Sender shall bear the risk of any unauthorised use of the Company's services on its account by its employees or agents.
- 8.2 The Signatory on behalf of the Sender, by his signature on the face of the Company's HAWB, warrants that he is authorised to contract with the Company on behalf of the Sender and to bind the Sender to these conditions.
- 8.3 Any person who instructs the Company on behalf of the Sender warrants that he/she is duly authorised by the Sender to do so.

**9. CONDITION OF GOODS**

The onus of proving the quantity, type, physical properties and composition and the condition of the goods and/or the condition of any container at the time of receipt thereof by the Company shall at all times remain with the Sender, and no delivery note, receipt or other document furnished or signed at such time by or on behalf of the Company shall constitute conclusive proof thereof.

**10. DANGEROUS AND HAZARDOUS GOODS**

- 10.1 Unless otherwise agreed in writing, the Sender warrants that all goods handled are fit to be so handled in the ordinary way and are not dangerous and/or hazardous.
- 10.2 Unless otherwise agreed in writing, the Company will not handle any dangerous or hazardous goods, including but not restricted to corrosive, noxious, flammable, inflammable or explosive goods or any goods that, in its opinion, are likely to cause damage.
- 10.3 The Sender shall be liable for all losses or damage caused to the Company and/or third parties by all goods handled and hereby indemnifies the Company against any claims arising in connection therewith.
- 10.4 Should the Company agree to handle any dangerous or hazardous goods for any purpose:
  - 10.4.1 the Sender shall ensure that the cover packaging of such goods is suitable considering the nature of the goods and that it conforms with the minimum standards required by International Air Transport Association (IATA);
  - 10.4.2 the Sender shall furnish with the goods a written declaration detailing the trade name, chemical composition and characteristic of the goods; and
  - 10.4.3 such declaration shall define the precise respects or circumstances in which the goods are dangerous; and
  - 10.4.4 the Sender shall ensure that the goods bear the warning labels and declarations required in terms of the laws and regulations applicable to the transportation of dangerous goods.
- 10.5 If, in the opinion of the Company, any goods (whether they have been declared as dangerous or not) become a danger to any person or property, the Company shall be entitled immediately and without notice to the Sender to dispose of the goods in question or take such other steps as in its sole discretion deems prudent to avert danger. In such event the Company shall:
  - 10.5.1 not be liable under any circumstances for the value of the goods or for any other loss or damage whether direct or consequential sustained by the Sender or owner as a result of such disposal or other steps; and
  - 10.5.2 still be entitled to recover from the Sender its remuneration for the handling of the goods together with any costs incurred by it in disposing of them or taking other steps.
- 10.6 Unless written instructions are given to the Company, it shall be under no obligation to make any declaration or to seek any special protection or cover from any carrier, shipper, subcontractor or authority in respect of any goods falling within the definition by that body:
  - 10.6.1 of dangerous or hazardous goods; or
  - 10.6.2 of goods liable to be stored in the open.

**11. PERISHABLE GOODS**

- 11.1 Perishable goods which are not taken up immediately upon arrival at their destination or which are insufficiently marked or otherwise not identifiable may be disposed of without notice to the Sender, and the payment or tender to the Sender of the net proceeds of any disposal (after deduction of all costs incurred by the Company and its charges) shall be equivalent to delivery.
- 11.2 Should the net proceeds of such disposal be insufficient to defray the costs incurred by the Company and its charges, the Sender shall remain liable to the Company for all outstanding costs and charges.

**12. LOADING AND OFFLOADING**

- 12.1 The Sender shall ensure that:
  - 12.1.1 the goods shall be ready for loading on the date specified;
  - 12.1.2 all documentation necessary in connection with the goods and the transportation thereof shall be fully and correctly prepared;
  - 12.1.3 at all places where the Company is to collect and offload the goods there will be safe, suitable and adequate access and loading and offloading facilities, and that it is possible for the Company to do so by means of ordinary staircases and/or doorways, without need for any special or additional tackle, plant, power, labour or equipment;
  - 12.1.4 the goods will be sufficiently packed and prepared for carriage;
  - 12.1.5 the Sender shall sign such certificates and receipts on loading and offloading as the Company may require.
- 12.2 The Company shall not be under any obligation to provide any plant, power or labour which, in addition to its vehicle's crew, is required for the loading or offloading of any goods. Any assistance given the Company in such loading or offloading shall be at the sole risk of the Sender. The Sender shall be liable to reimburse the Company for any costs that it incurs in providing any such assistance.
- 12.3 Any Sender (or owner) conducting any packing or other operation or activity in any area or premises provided by the Company shall do so at its own risk, and the Sender indemnifies the Company against all claims or losses arising out of the presence of the Sender in such area or premises.

**13. ROUTE**

When carrying goods, the Company shall in its sole discretion decide what route to follow.

**14. COMPANY'S LIABILITY FOR DAMAGE OR LOSS**

- 14.1 The goods shall be carried at the risk of the Sender.
- 14.2 The Sender hereby exempts the Company from and indemnifies the Company against all liability of whatsoever nature, arising directly or indirectly from the handling of the goods. This exemption and indemnity includes, but is not restricted to, any liability for direct and/or consequential loss or damages arising from loss of the goods, damage to the goods, the failure to collect or deliver the goods timely, adequately or at all, or from or to the correct address, or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract, negligence or gross negligence, on the part of the Company, its servants, agents, sub-contractors, or employees, or otherwise.
- 14.3 Any loss, damage or non-delivery must be reported to the Company in writing within seven (7) days after the date of delivery or the date on which the goods should have been delivered.

**15. DEMURRAGE**

The Company shall not be liable for demurrage or storage charges of any nature whatsoever and howsoever arising. Where any such demurrage and/or storage charges are paid by the Company, such charges shall be refunded to the Company by the Sender on demand. The Sender hereby appoints the Company irrevocably and in rem suam as its agent and in its name, place and stead, to contract for the storage of the goods upon such terms and conditions as the Company may, in its sole discretion elect, and without any liability whatsoever attaching to the Company to attend to such storage.

**16. INSURANCE**

- 16.1 The Sender may instruct the Company to effect, on behalf of the Sender, insurance on goods being handled by the Company, provided such insurance cover is requested in writing on the Company's HAWB by the Sender before the goods are collected by the Company and the Sender is liable for all and any costs incurred by the Company to obtain such insurance cover.
- 16.2 The cost of such insurance shall be included in the documentation and insurance fee referred to clause 5.4 above. Such insurances effected by the Company on behalf of the Sender shall be subject to the usual exceptions and conditions of the policies of the insurer or underwriter taking the risk. The Company shall not be under any obligation to effect a separate insurance on behalf of the Sender, on each shipment but may declare on any open or general policy. Should the insurer dispute liability for any reason, the Sender (i.e. the insured) shall have recourse against the insurer only and the Company shall not be under any liability in relation thereto.
- 16.3 The Sender acknowledges that it is aware that secondhand or used goods and personal effects can only be covered by insurance after the goods have been assessed by the insurance company concerned, which must occur before the goods are collected by the Company.

**17. PERMITS AND CONSENTS**

If any permit, consent or approval to handle goods is required under any law, by-law or regulation, none of the Company's obligations or duties shall take effect unless and until it obtains the relevant permit, consent or approval. The Sender shall provide all assistance and information required by the Company for the purpose of applying for or obtaining any such permit, consent or approval.

**18. DELAY**

- The Company shall not be liable for any delay occasioned by:
  - 18.1 compliance with any instructions issued by the police or any other competent authority;
  - 18.2 delays in the processing of goods by customs, revenue services or any other government department;
  - 18.3 delays by carriers;
  - 18.4 delays in scheduled airline flights;
  - 18.5 any fire, flood, earthquake, industrial action, war, weather, labour unrest, civil commotion, boycotts or embargoes or any other circumstance beyond the Company's control, but any extra costs incurred by the Company as a result of such delay shall be added to its charges.

**19. SOLE AGREEMENT**

This agreement constitutes the sole record of the agreement between the parties. The Company shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

**20. VARIATION**

No addition to, variation of or agreed cancellation of this agreement shall be of any force or effect unless recorded in writing and accepted by the Company in writing.

**21. INDULGENCE AND WAIVER**

No relaxation or indulgence which the Company may grant to the Sender shall constitute a waiver of the rights of the Company and shall not preclude the Company from exercising any of its rights which may have arisen in the past or which might arise in the future.

**22. APPLICABLE LAW**

The proper law of this agreement is the law of the Republic of South Africa, and accordingly any dispute about this agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination or any dispute about any matter arising out of this agreement, its avoidance, interpretation, rectification, breach or termination shall be determined according to the laws of the Republic of South Africa.

**23. DOMICILIA AND NOTICES**

The Sender chooses its street address set out on the Company's HAWB as its domicilium citandi et executandi ("domicilium") for all purposes under this agreement, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this agreement.

**24. PRESUMPTIONS AS TO NOTICES**

Any notice required to be given by the Company to the Sender will be deemed to have been validly given if posted by registered post to the domicilium of the customer and will be deemed to have been received by the Sender within seven (7) days of the date of posting.

**25. VARIATION OF CONDITIONS**

The Company reserves the right to amend its standard conditions of carriage at any time. If the conditions of carriage are amended, the Company shall deliver a copy of the amended standard conditions of carriage to the Sender and the new conditions of carriage shall be applicable from the date of such delivery.