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APPLICATION TO OPEN AN ACCOUNT OR EXTEND EXISTING CREDIT

Name of business Trade name of bus.

Sole Prop. (Pty) Ltd cc. Partnership Ltd

Date established
Co. Registration No.
Co. VAT No.

Address (Physical)

Address (Postal)

Persons mandated to sign on behalf of company :	
1.
2.
3.
Name/Tel. No for accounts related issues :	
.....
Name/Tel. No for operational issues :	
.....
e-mail owner
e-mail ops
e-mail accounts

Credit limit required :

Trade Ref. 1 Name
Address

Tel No Contact Person
Credit limit

Trade Ref. 2 Name
Address

Tel No Contact Person
Credit limit

Trade Ref. 3 Name
Address

Tel No Contact Person
Credit limit

THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THIS FORM :

- VAT CERTIFICATE
- COMPANY LETTERHEAD
- FLEET LIST

I, the undersigned, hereby warrant that :

1. All the information in this application is true, correct and up to date.
2. I am duly authorised to seek credit facilities.
3. I have the necessary authority to sign this Application for Credit and through my signature hereto confirm that I have read and understood the contents of this Application Form and the associated Truck Stop Trading terms.
4. I declare that the vehicles contained in the Vehicle Registration List are my property or under my management and that no false registration numbers have been entered into the list.

Applicant's signature

Date

Print name

TRUCK STOP TRADING TERMS

In the event that credit facilities are granted to the Applicant, it will be on the basis of the information made available by the Applicant in this document.

1. Whether or not the information in this document is true and correct it shall nevertheless be deemed to be true and correct in all respects. The Applicant remains liable for payment of the account even if Zimele utilizes information that might have been wrongly supplied by the Applicant in this application form.
2. In the event of any information in this document proving to be inaccurate or incorrect, no further credit facilities will be allowed and Zimele will forthwith be entitled to institute recovery proceedings for any or all sums then owing by the Applicant arising out of facilities already given.
3. Payment is to be made not later than 30 (thirty) days from the date of the statement.
4. Zimele reserves the right to charge interest at 2% per month, compounded monthly in arrears, on all amounts due and owing from the date of the account becoming overdue.
5. In instances where account invoices, copy parking slips and statements are forwarded to the Applicant by courier, and where Zimele can show that these documents were signed for by any representative of the Applicant, then Zimele reserves the right to charge the Applicant for an amount (to be determined by Zimele) for copies of the documentation, should the Applicant or its representatives claim that there is no record of such documentation having been received.
6. The Applicant agrees that in the event of any portion of an invoiced indebtedness being disputed, it will forthwith pay the undisputed portion of such indebtedness according to the agreed payment terms allowed by Zimele.
7. Zimele reserves the right to put the Applicant onto a cash only basis, should the account fall into arrears, and the credit facility may be terminated.
8. Where the Applicant has an RMS toll account, and defaults on payment of their truck stop account, Zimele reserves the right to transfer credits from the Applicant's toll account into the Applicant's truck stop account to the value of the amount outstanding or as part settlement of the amount outstanding should the debt be greater than the available toll credit.
9. Zimele reserves the right to change the Applicant's account payment terms and credit limit at its own discretion. (An account may be changed to pre-paid, with a credit limit stipulated by Zimele).
10. The Applicant will be held liable for the default administration and collection costs arising from his failure to comply with any of the terms and conditions of this Agreement and for legal costs and collection commission on all payments made by the Applicant if the matter is referred to an external debt collection company or attorney.
11. The Applicant nominates the physical address stated on page (1) as a domicilium citandi et executandi for service upon it, of all notices and processes on behalf of Zimele.
12. The signatory to this Application does hereby bind himself/themselves jointly and severally in his/their personal capacities as surety and co-principal debtor with the Applicant unto and in favour of Zimele for the due and punctual payment of all monies due and payable by the Applicant to Zimele, and the fulfilment of all the Applicant's obligations to Zimele, from whatever cause arising. This guarantee shall be a continuing guarantee which can only be released in writing by Zimele who will be obliged to release him/them in writing in the event of him/them settling the Applicant's account with Zimele in full. I/we hereby expressly renounce the benefits of excussion and division, "non numeratae pecuniae", "non cause debiti", "error calculi", "revision of accounts" and "no value received" with the full meaning, force and effect of which exceptions and renunciation I/we hereby declare ourselves to be fully acquainted.
13. The Applicant understands that the information given in this credit application is to be used by Zimele for the purposes of assessing its creditworthiness. The Applicant hereby authorises Zimele at all times to contact and request information from any persons, credit bureaux or businesses, including those mentioned in the credit application, and to obtain any information relevant to the Applicant's credit assessment.
14. The Applicant hereby authorises Zimele at all times to furnish information concerning the Applicant's dealings with Zimele, including without being limited to, the Applicant's creditworthiness, defaulting payments to Zimele and details of how the Applicant has conducted its account with Zimele to any third party.
15. A certificate signed by the Chief Executive Officer of Zimele, whose authority need not be proven, showing the amount due by the Applicant, including interest, and that such amount is due and payable, shall be prima facie proof of the facts therein stated for the purpose of all legal proceedings against the Applicant.
16. Zimele's parking ticket bearing the Applicant's details and the signature of the driver of the Applicant's vehicle is prima facie proof that the Applicant's vehicle was present at the Truck Stop for the purposes of overnight parking. In the event of a dispute, the onus shall remain on the Applicant to prove that the overnight parking service was not delivered.
17. The Applicant undertakes in the event of :
 - 17.1. Its business being sold, or
 - 17.2. Any vehicles in its fleet being disposed of to a third party;To notify Zimele immediately thereof in writing by registered post or by e-mail or facsimile, and to retain the proof of postage or transmission should it be so required by Zimele. Unless it shall do so, the Applicant remains responsible for all Truck Stop overnight parking recorded for its vehicles. These provisions do not prevent Zimele from also claiming from the third party.
18. Zimele, its agent/s and/or management of the Truck Stops and their respective employees will not be held liable for any claim of whatsoever nature which may arise from the use of the Truck Stop parking facilities by the Applicant or its drivers.
19. The risk of using the Truck Stops rests with the Applicant, and the Applicant indemnifies Zimele, its management and personnel from claims for any and all losses occurring on/at the Truck Stops, as a result of using the Truck Stop and/or any of its facilities.
20. Should drivers be caught damaging or stealing property belonging to the Truck Stop the cost of repair or replacement will be for the account of the Applicant.
21. The cost of clearing up any diesel oil or other spills of whatever nature will be for the Applicant's account.
22. Should a truck belonging to the Applicant block the ingress/egress to the Truck Stop: either by breakdown or for whatever reason, and the Applicant fails to have the vehicle removed on demand by Zimele, then Zimele reserves the right to have the vehicle removed. Any costs incurred will be for the Applicant's account, and Zimele shall not be held responsible for any claims for whatsoever reason that might occur as a result of moving the vehicle.
23. The cost of overnight parking at the Truck Stops will be adjusted annually.
24. Should any of the terms and conditions not be adhered to, Zimele reserves the right to terminate the credit facility and an e-mail or fax notification to the Applicant shall be deemed to be sufficient notification of termination.