



SPICY TRANS

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ACCOUNTABILITY
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TERMS & CONDITIONS

Definitions

1. In these standard terms and conditions, the following words shall bear the following Meanings unless otherwise stated or appears from the context:
 - 1.1. "Customer" or "you: or "your" means the customer to who transport services are rendered.
 - 1.2. "dangerous goods" means goods declared or considered by any legislation Authority to be dangerous, or which in our sole opinion are dangerous;
 - 1.3. "SPICY TRANS" or "we" or "us" means Spicy Trans.
 - 1.4. "Goods" means goods transported on behalf of the customer from time to time.
 - 1.5. "transport services" means the transport of goods by road includes the handling, Storage, loading and unloading of goods.
2. Transport Services

The transport services rendered by us to you from time to time will be subject to these Standard terms and conditions and any document in writing signed by us from time to time only. We shall not be bound by any terms conditions and stipulations imposed by you in any order forms, instructions or other documents issued by you.
3. Payment to Spicy Trans

Spicy Trans does not appoint the Post Office as its agents for payments by post. All payments shall be made to Spicy Trans place of business from where the goods were ordered. In the event of any payments being mislaid; or transferred to the incorrect banking account The Applicant shall still be liable to Spicy Trans for payment.
4. Default in payment

In the event of The Applicant defaulting in making 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.



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5. Recovery of legal / collection costs

Should Spicy Trans instruct its attorneys or collection agent to collect any overdue amounts, or take any action against The Applicant in the implementation or protection of Spicy Trans's rights, Spicy Trans shall be entitled to the recovery of all legal or collection costs arising there from, on the scale as between attorney, agent or collection agency and own client.

Pricing Increments

If the total amount, inclusive of interest, owing by you to us at any time exceeds the Amount of credit approved for you from time to time we will not be obliged to render any further transport services to you and all amounts owing by you will be due and payable without further notice.

The tariffs and fees charged by us for transport services will be calculated upon the Shortest route possible. If for any reason we must deviate from such route for any Reason whatsoever, for instance (but not limited to) adverse weather conditions, road closures-or detours or requirements of any authority, we shall be entitled to levy additional tariffs and fees for additional distances travelled as a result thereof.

The tariffs and fees charged by us for transport service are furthermore calculated Thereon that our procedures and requirements for transport services are followed. Should there be any deviation from these procedures and requirements (for instance by reason of specific circumstances when loading or off-loading the goods, or the nature of the goods) we shall be entitled to levy additional tariffs and fees in respect thereof upon notice to you.

In additional to the tariffs and fees payable by you in respect of transport services, you will be liable for the costs and expense of any licences or permits or other requirements Imposed in respect of the transport of particular goods, and also for any duties, taxes, Imposts or charges of any nature that may be imposed in respect of the transport of Particular goods, also due to inflations rates.

6. Licenses and Permits

If any licenses and permits are required for the transport of particular goods we will not transport the goods unless such licenses and permits have been obtained. We may obtain such license or permits (in which event you will be entitled for payment as set out above) and you will perform such acts and such documents as may be required or this purposes. Alternatively, we may require you to obtain such licenses and Permits and furnish proof to our satisfaction that they have been obtained.



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7. Goods

- 7.1. We will not be bound by any delivery receipt and the onus of proof in respect Of the condition, quantity and any other specifications in respect of the goods. Will at all times be upon you?
- 7.2. We will not be obliged to transport any dangerous goods. Should we agree to? Transport dangerous goods the indemnity referred to below will apply in respect of such dangerous goods.
- 7.3. If we are unable to off-load perishable goods / any other goods For any reason whatsoever you will be notified and we will require you to furnish us with instructions. If you do not furnish us with timeous instructions we will deal with such goods at our discretion (in which event you will be liable for our costs and expense in doing so, in addition to any additional tariffs and fees that we may levy).
- 7.4. We shall not be obliged to transport any illegal goods or goods unlawfully Obtained. If, in our sole discretion, goods are illegal or unlawfully obtained we may refuse to transport such goods and will not be liable to you in any Manner whatsoever. If the goods are in our possession unknowingly we will take the correct procedures to ensure that Spicy Trans is not implicated in this matter.

8. Procedure and requirements

- 8.1. You must ensure that:
 - 8.1.1 The goods are ready for loading at the appointed time and place;
 - 8.1.2 All documentation required for the transport of the goods is prepared Are correct;
 - 8.1.3 The premises for the loading and unloading of goods are safe and suitable.
 - 8.1.4 The goods are suitable for transport;
 - 8.1.5 The goods conform with our specifications prescribed when accepting the Instructions for the transport services, as to the nature, dimensions and weight Thereof;
 - 8.1.6 The goods conform to your order or instructions, when requiring us to render The transport services, as to nature, dimensions and weight thereof: Failing which we shall not be obliged to provide transport services and/or shall not be liable for any delay in, or failure to provide, the transport services.
- 8.17 We shall not be obliged to provide any equipment or labour in respect of the Loading or off-loading of goods. Should we provide such labour or equipment? We shall be entitled to levy fees and charges upon notice to you and shall not be held liable except in the case of wilful misconduct or gross negligence on our part or on the part of our employee/s.
- 8.1.8 Loading of goods (or the commencement of such loading) within 2 (TWO) Hours of the appointed time will constitute timeous loading.



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9. Insurance and Risk

- 9.1 We shall insure the goods against the risk arising from the rendering of the transport services only.
- 9.2 Subject to the foregoing, the risk in and to the goods remain with you solely and shall be carried at your risk. You must insure the goods comprehensively against any other risk including any insurance that May be required as a result of special nature of any goods.

9.3 Should, as a result of the special nature of any goods, our insurers fail or Refuse the goods against risk arising from the rendering of the transport Service, we shall notify you and you will be liable to insure the goods, At no cost to us, against risks arising from the rendering of the transport services. In the absence of such insurance, or proof to our reasonable satisfaction that such insurance has been affected, we shall not be obliged to render the transport services.

9.4 We shall not be liable for any consequential or special loss or damages Arising from the rendering of transport services, even if such loss or damages arise as a result of our wilful misconduct or gross negligence or that of our sub-contractors or agents.

10. Demurrage

We shall not be liable for any demurrage or storage charges. Should any charges be?

Incurred by us you agree to pay these to us on demand.

11. Sub-Contracting

We shall be entitled to employ sub-contractors or agents for the rendering of the transport services in our discretion. We shall not be liable for any claims arising from the wilful misconduct or gross negligence of any sub-contractors or agents so appointed.

12. Indemnity

You indemnify and hold us harmless against any loss, damage, costs or claim made or as a result of the rendering of the transport services. Should any such claim be made?

We shall notify you thereof and you will make payment of the full amount of the claim to us or provide security to our satisfaction in respect of the full amount of such claim. If you wish to defend such claim after payment has been made or security provided to us we shall render to you, at your cost, such assistance as May



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reasonable is required to defend the claim against a full indemnity to our satisfaction in respect of costs incurred by us in doing so

13. Dom cilium

Any notices, process and documentation send and delivered to you shall be sent and Delivered to you shall be sent by pre-paid registered post to your postal address or Delivered by hand to your physical address ore telefaxed to your telefax number (Or such postal – physical address or telefax number in the Republic of South Africa. To have been received by you:

13.1 If sent by pre-paid registered post, on the 5th business day following the date of posting;

13.2 If delivered by hand, on the day of delivery;

13.3 If telefaxed, on the business day following the date of transmission by telefax.

14. Certificate

A certificate signed by any or our managers (whose appointment need not be proved) Shall be prima facie proof of any amount owing by you to us for all purposes including Proof of claims against insolvent and deceased estates and to the extent that we may Obtain default – summary and provisional judgement on the strength thereof.

15. Consent to jurisdiction and costs

You consent to the jurisdiction of the Magistrate's Court in respect of any legal Proceeding arising from the transport services and/or any amount owing to us in respect thereof. Notwithstanding such consent we may institute action in any High Court in which event you will be liable for costs on the tariff prescribed for High Court Matters. You will be liable for costs on an attorney-and-client scale in respect of any Legal proceedings instituted against you.



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ACCEPTANCE OF TERMS AND CONDITIONS

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Signed at _____ on this _____ day of _____

Name: _____

Designation: _____

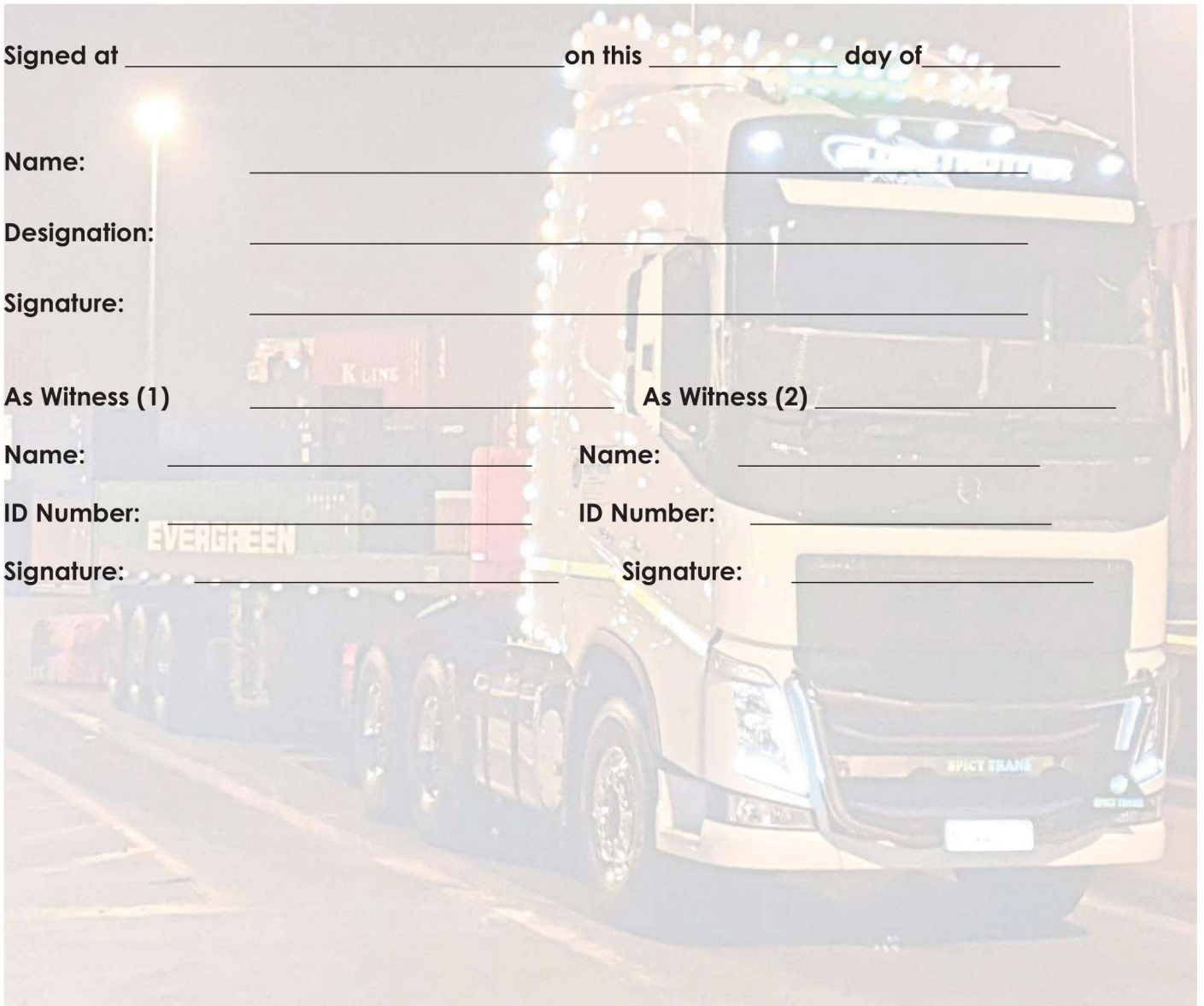
Signature: _____

As Witness (1) _____ As Witness (2) _____

Name: _____ Name: _____

ID Number: _____ ID Number: _____

Signature: _____ Signature: _____





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AGREEMENT FOR CREDIT FACILITIES

Registered Name of Business _____

Trading Name of Business _____

Incorporated form of Business :-

Sole Trader	PARTNERSHIP	CLOSED CORP	(PTY) LTD	LIMITED CO.	TRUST

Type of Business _____

Reg. No. of Business _____

VAT Reg. No. (Attach copy cert) _____

Physical Address _____

Postal Address _____

Telephone _____

Fax _____

Email _____

Trade References

NAME	TELEPHONE	CONTACT PERSON

ESTIMATED CREDIT REQUIRED _____

ACCOUNTS CONTACT PERSON _____



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AGREEMENT FOR CREDIT FACILITIES

FULL NAMES OF OWNERS/DIRECTORS/PARTNERS	RESIDENTIAL ADDRESS	HOME TELEPHONE

Auditors/Accounting Offices Name: _____

Telephone: _____

Fax: _____

Address: _____

Banking Details – Name of Account: _____

Bank: _____

Account No. _____

Branch Code: _____ **Type:** _____

I, the undersigned, acting on behalf of the DEBTOR and being duly authorized thereto, do hereby warrant that the above information is true and correct and further do hereby accept and agree to the conditions as set out on the reverse hereof which conditions I acknowledge having read and understand, in particular I acknowledge that my signature hereto, I bind myself as surety and co-principal debtor in solarium with the DEBTOR unto and in favour of the CREDITORS for the due payment by the debtors of all amounts which may at any time be payable by the DEBTORS to the CREDITORS.

SIGNED AT: _____ **THIS** _____ **DAY OF** _____

SIGNATURE: _____ **COMPANY STAMP BELOW:-**

NAME: _____

CAPACITY _____

DATE: _____



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SURITYSHIP

To ensure rapid processing of this facility, please complete all details. No alterations/deletions.

TO BE COMPLETED BY ALL OWNERS/PARTNERS/MEMBERS/DIRECTORS

I / We (Full Name)

1. _____

Residential Address: _____

Postal Address : _____

Telephone No: (W) _____ (H) _____

CELL: _____

2. _____

Residential Address: _____

Postal Address: _____

Telephone No: (W) _____ (H) _____

CELL: _____

3. _____

Residential Address: _____

Postal Address: _____

Telephone No: (W) _____ (H) _____

CELL: _____



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SURITYSHIP

Bind myself/ourselves as SURITY/SURITIES AND CO-PRINCIPAL DEBTORS jointly and separately in solidum, renouncing the legal benefits of “ordinis seu excussions,” “non cousa debiti,” and errore calculi” to SPICY TRANS for any amount due of that may become due by:

BUSINESS NAME

From whatsoever cause and however arising as a result of this application

SIGNED AT _____ ON THIS _____ DAY OF _____

BY:

WITNESSES:

1. _____
SIGNATURE

1. _____
SIGNATURE

2. _____
SIGNATURE

2. _____
SIGNATURE

3. _____
SIGNATURE

3. _____
SIGNATURE

