



Trading Name \_\_\_\_\_

### CREDIT FACILITIES AND DEED OF SURETYSHIP

CUSTOMER'S DETAILS		
Company's registered name:		
Company/CC Registration Number		
Required Documents	<input type="checkbox"/> CK1 / CK2 / CM1	
VAT Registration Number		
Physical Address	<input type="checkbox"/> Proof of Business Address	
Postal Address		
Telephone Home		
Telephone Work		
Facsimile		
Mobile		
Email		
Website		
Accounts Department Contact Person		
Accounts Department Email Address		
Bank:	Account Holder	
	Bank	
	Branch	
	Branch Code	
	Account number	
Required Documents	<input type="checkbox"/> Proof of Bank account	



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CUSTOMER



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PERSONAL DETAILS OF SIGNATORY TO THIS AGREEMENT IF ON BEHALF OF COMPANY / CC	
Full Names	
Identity Number	
Required document	<input type="checkbox"/> Certified copy of Identity Document
Physical Address	
Required document	<input type="checkbox"/> Proof of residence
Postal Address	
Telephone Home	
Telephone Work	
Mobile	
Facsimile	
Email	

Estimated Credit Limit Required	
(Amount in words)	

Estimated Monthly Purchases:	
Payment terms	<input type="checkbox"/> C.O.D <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY

**1. DEFINITIONS:**

- 1.1. **"Urban Foods"** shall mean **Edidor 166 Proprietary Limited T/A Urban Foods**, registration number: 2010/005937/07, duly registered in accordance with the Laws of the Republic of South Africa, having its principal place of business at 9 Andries Street, Bramley, Johannesburg.
- 1.2. **"The Customer"** shall mean the Company and/or Signatory as set out on page 1 hereto.
- 1.3. **"The Surety"** shall mean the person whose details appear on page 2 hereto.

**2. TERMS OF CREDIT PROVIDED:**

- 2.1. The Customer warrants that all the information contained in this Agreement is true and correct and authorises Urban Foods to use any reasonable means to verify the information.
- 2.2. The Customer warrants that its asset value and/or annual turnover exceeds the thresholds set out in the National Credit 34 of 2005 and the Consumer Protection Act 68 of 2005.
- 2.3. The Customer has expressly requested the credit as set out above to be provided by and at the discretion of Urban Foods for the purchase of food on the terms and conditions contained in Urban Foods' invoice.
- 2.4. The Customer shall be liable to pay interest on all overdue amounts, at the rate of 3% (three percent) per month from the date the debt became overdue.

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- 2.5. The Customer agrees that should any amount not be paid on the due date, the full amount owing to Urban Foods shall immediately become due and payable without further notice to the Customer.
- 2.6. In the event of Urban Foods instructing their attorneys or collection agents to collect any amounts, all legal fees, collection charges and/or any tracing agent fees shall be payable by the Customer on an attorney and own client scale including the costs of counsel on the highest possible scale.
- 2.7. The Customer agrees that the amount of indebtedness to Urban Foods at any time shall be determined and deemed to be *prima facie* proved by a certificate issued under the signature of an authorised employee of Urban Foods. The Customer agrees that such certificate shall be deemed *prima facie* proof of the contents thereof and shall be valid as a liquid document against the Customer in any Court of Law for the purposes of summary judgment or provisional sentence and shall be deemed sufficient particularity for the purposes of pleading in any action instituted against the Customer by Urban Foods.
- 2.8. No relaxation or indulgence granted to the Customer by the Creditor shall at any time be deemed to be a waiver of any of the Creditor's rights in terms hereof, and such relaxation or indulgences shall not be deemed a novation of any of the terms and conditions contained herein.

2.9. I, the undersigned, hereby bind myself in my individual capacity as surety and co-principal debtor, jointly and severally *in solidum*, together with the Customer, in favour of the Creditor, for the due performance by the Customer of any obligations arising herein. This Suretyship shall remain in force until such time as all amounts owing, due and payable have been paid in full.

**Surety Signature**

- 2.10. The Customer and the Surety hereby renounce all benefit arising from or out of the legal exceptions which may be applicable namely the benefits of "excussion", "division", "cession of action", "*non causa debiti*", "no value received" and "*error calculi*", with the meaning, force and effect whereof the Customer and the Surety acknowledge to be fully acquainted.
- 2.11. In the event of any change of ownership of the Customer and/or Surety, the Surety shall not be released from their obligations unless Urban Foods agrees in writing thereto and that a new surety acknowledges its obligations in terms hereof, failing which the total outstanding amount will be due and payable.

**3. TERMS OF PAYMENT:**

- 3.1. The Customer and Surety acknowledge and confirm that the invoices issued by Urban Foods are strictly payable upon delivery. However should the Customer be a 'credit' approved customer of Urban Foods and at Urban Foods sole and absolute discretion, payment may be made within the credit terms awarded to the Customer by way of EFT.

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- 3.2. The Customer may instruct and authorise Urban Foods to receive payment by way of weekly instalments by way of debit order.
- 3.3. The Customer hereby authorises Urban Foods to issue and deliver payment instructions to its banker for collection against the Customers bank account as set out on page 1 for the monthly instalment as per Schedule 2 hereof.
- 3.4. The individual payment instructions so authorised to be issued must be issued and delivered as follows on Monday of each and every week commencing on the Commencement Date as per Schedule 2. In the event that the payment day falls on a South African public holiday, the payment day will automatically be the very next ordinary business day.
- 3.5. The Customer warrants that Urban Foods is not responsible for the debit orders, and in the event that the debit order is not paid, for whatsoever reason, it remains the Customer's obligation to ensure that weekly payment is made to Urban Foods.

**4. DELIVERY AND TITLE:**

- 4.1. The Customer agrees that the signature of any representative/employee of the Customer on an Urban Foods' invoice or delivery note will constitute a valid delivery of the food purchased as well acceptance of the order.
- 4.2. The Customer warrants and holds Urban Foods harmless in the event of any order not being delivered timeously and as such shall not be entitled to refuse acceptance of any late deliveries.
- 4.3. The Customer shall be responsible for inspection of the food upon delivery and once the Urban Foods' invoice has been signed by the Customer, Urban Foods cannot be held responsible for any loss or damage to the food. Should the food be short delivered, it remains the Customer's responsibility to notify Urban Foods in writing thereof before close of business on date of delivery.
- 4.4. The Customer and Surety warrants that the Customer shall not trade recklessly in accordance with section 22 of the Companies Act, 71 of 2008 and as such warrants that it shall at all times be in a position to fulfil the payment obligations in accordance with its orders.

**5. BREACH:**

- 5.1. Notwithstanding any rights that Urban Foods may have against the Customer, should the Customer breach the conditions of this Agreement and not rectify such breach within 10 (ten) days of receiving written notice of such a breach, Urban Foods is entitled to cancel this Agreement, claim any damages arising therefrom from the Customer and the Customer hereby consents to judgment against it for the amount as per paragraph 2.7 above in accordance with section 58 of the Magistrates Court Act, 32 of 1944.



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**6. JURISDICTION AND DOMICILIUM CITANDI ET EXECUTANDI:**

- 6.1. Notwithstanding the amount which may at any time be owing by the Customer to Urban Foods, the parties hereby consent, in terms of section 45 of the Magistrates Court Act, 32 of 1944, to Urban Foods taking legal proceedings to enforce any of its rights hereunder in the Magistrate's Court which has jurisdiction in respect of such proceedings.
- 6.2. The Customer and the Surety hereby choose as their *domicilium citandi et executandi* (the address at which you agree to accept service of all legal documents) for all purposes arising herefrom, the addresses set out on page 1 and 2 respectively. The Customer and Surety may elect to change their respective *domicilium citandi et executandi*, provided that 14 (fourteen) day's notice in writing is delivered to and acknowledged in writing by Urban Foods, and subject to the further *proviso* that any address selected shall be within the geographical borders of the Republic of South Africa.

**7. CREDIT BUREAU:**

- 7.1. In the event of the Customer defaulting on any payment due in terms of this Agreement, Urban Foods reserves its rights to submit the Customer's adverse credit information to the Credit Bureau in accordance with Regulation 19(4) of the National Credit Act, 34 of 2005.

**8. GENERAL:**

- 8.1. No amendment, alteration, variation, addition, deletion and/or cancellation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by Urban Foods.
- 8.2. Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall be treated *pro non scripto* and severed from the balance of the Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 8.3. No warranties, representations or guarantees have been made by Urban Foods which may have induced the Customer and/or Surety to sign this Agreement.
- 8.4. The terms of this Agreement are applicable to all existing debts between the Parties.
- 8.5. The individual signing this Agreement on behalf of the Customer, warrants that he/she has the necessary authority to bind Urban Foods. In the event that the individual does not have the necessary authority, the individual will be liable for the total amount owing.
- 8.6. No indulgence, leniency or extension of time which Urban Foods may grant or show to the Customer, shall in any way prejudice or preclude Urban Foods from exercising any of its rights in the future.



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SIGNED and DATED at \_\_\_\_\_ this the \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

Customer Signed : \_\_\_\_\_

Full Name: \_\_\_\_\_

On behalf of: \_\_\_\_\_

Surety Signed : \_\_\_\_\_

Full Name: \_\_\_\_\_



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Order and Delivery

Delivery Address:	
Delivery Times:	
Days Closed:	
Contact Person:	
Contact Person Tel:	

**NOTICE:**

1. All orders must be placed in writing, the night before, either by way of WhatsApp (072 730 2964) or email ([orders@urbanfoods.co.za](mailto:orders@urbanfoods.co.za));
2. The Customer agrees to be bound by the terms of Urban Foods' invoice;
3. No orders for same day delivery will be accepted after 10h30 (09h30 Pretoria);
4. Orders placed on the morning for same-day-delivery will be delivered that afternoon;
5. No same-day deliveries will be done on Sundays and Public Holidays;
6. Orders placed via telephone cannot be guaranteed for accuracy due to miscommunication errors that can occur and as such the Customer is responsible for checking the correctness of the order and notifying Urban Foods on the date of delivery of any inaccuracies;
7. Minimum order for delivery is R400.00 (four hundred rand);
8. Urban Foods will not accept responsibility for any product returned after the delivery has been checked and signed-off by the Customer and the Urban Foods' driver has left the premises;
9. Urban Foods will not accept returns or credit the Customer's account for products incorrectly ordered by the Customer;
10. Customers who wish to make payment arrangements other than C.O.D must first complete and sign the Application for Credit Facilities and Suretyship Agreement and same must be accepted at the discretion of Urban Foods.

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**DEBIT ORDER MANDATE**

<b>Customer Information:</b>			
Company:			
Registration:			
Physical Address:			
Email Address:			
Telephone:		Fax:	
Mobile Number:			
Authorised signatory: (if CC / (Pty) Ltd)	Name and Surname:		
	Identity Number:		
	Designation:		
<b>Account Holder Information:</b>			
Account Holder:			
Bank:		Branch:	
Account Number:		Branch Code:	
Account Type:	<input type="checkbox"/> Current / Cheque <input type="checkbox"/> Savings <input type="checkbox"/> Credit		
If "Credit" expiry date:		CVV:	
Debit date:	Monday <input type="checkbox"/> weekly / <input type="checkbox"/> biweekly		

1. The Customer hereby authorises Edidor 166 Proprietary Limited T/A Urban Foods ("Urban Foods"), alternatively its duly authorised Agent, to issue and deliver this payment instruction to the Customer's bank for collection against its above nominated bank account. The Customer further warrants that it is the authorised account holder of the account provided.
2. The Customer hereby authorises Urban Foods, alternatively its duly authorised Agent, to debit the above account with any amount due as per the Credit Facilities and Suretyship Agreement with Urban Foods.
3. If there are insufficient funds in the nominated bank account to meet the payment due, Urban Foods, or its Agent, shall be entitled to track the Customer's account and present the instruction for payment as soon as sufficient funds are available.
4. The Customer confirms that it will be liable for any claims, losses, damages or costs whatsoever should this account have insufficient funds, be incorrect or held in the name of any other person or legal entity.
5. This authorisation will continue until termination of the Credit Facilities and Suretyship Agreement on the terms as contained therein and the Customer fully understands that it will not be entitled to any refund of any amounts already withdrawn, if such amounts were due and payable to Urban Foods.
6. The Customer undertake to inform Urban Foods any changes to its bank account or credit card, including updating the credit card expiry date whenever a renewal card is issued.
7. The Customer hereby consents that Urban Foods may cede or assign this mandate to a third party.

Authorised Signature:	
Date:	



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