

## **TERMS AND CONDITIONS**

### **1. Introduction**

The Checkers Business Card is issued to you by Shoprite Checkers (Pty) Ltd ("Checkers"). The Terms and Conditions under which the Checkers Business Card is issued are set out below and should be studied carefully. When making use of the Checkers Business Card, it is deemed that the cardholder has agreed to comply with and be bound to such Terms and Conditions.

### **2. Use of Card**

- 2.1 The card account will be subject to a purchase limit that shall be notified by Checkers to the cardholder. The cardholder may not exceed this purchase limit.
- 2.2 It is the responsibility of the cardholder to take due and proper care of the card and not allow any third party to use the card.
- 2.3 The cardholder will be liable for all purchases arising from any unauthorised or fraudulent card transactions.
- 2.4 Checkers shall be at liberty to unilaterally revoke or suspend usage of the card and the facility and/or to vary or reduce any purchase limit allowed.
- 2.5 The liability of the cardholder shall under all circumstances remain until the card account has been settled in full.

### **3. Statements**

Statements will be issued on a monthly basis reflecting purchases during that month, the total balance on account as well as the payment due.

### **4. Payment Terms**

- 4.1 Payments must be made within thirty (30) days after date of statement, without any deduction or set-off, after which period the full outstanding balance will become due and payable immediately.
- 4.2 Payments can be made at any Checkers or Checkers Hyper supermarket or be made directly to the Checkers Card Division. Alternatively, the amount due will be recovered directly from the bank account of the cardholder through debit order, if so elected on the application form and provided that the necessary bank details have been completed. In the latter event, the cardholder authorises Checkers to draw the monthly amount due as indicated on each statement from the cardholder's nominated bank account.

### **5. Loss of Card**

- 5.1 Any loss of the card must be reported to the Checkers Card Division without delay.
- 5.2 A replacement card may be issued at a charge as shall be determined by Checkers from time to time.

### **6. Certificate**

A certificate signed by any manager of Checkers (whose appointment need not be proved) as to the amount due and payable by the cardholder or any other matter regarding the account of the cardholder (inclusive of interest) will be prima facie proof of the correctness thereof.

### **7. Notices**

The address given by the cardholder on the application form will for all purposes serve as the cardholder's chosen domicilium address, which may be changed from time to time, by written notice, to another physical address within the Republic of South Africa.

## **8. Authority and mandate for payment instructions**

- 8.1** The client hereby authorises Checkers to collect the amount due on the client's monthly Buying Card statement, in respect of its Buying Card on the 1st day of each month from the bank account as indicated on the application, and to credit such amount monthly to the client's Buying Card account.
- 8.2** This authorisation will remain in force until cancelled by the client in writing or until Checkers notifies the client of its cancellation.
- 8.3** It will be a breach of this agreement if the client changes its banking details for the debit order, without giving Checkers prior written notice of the change and giving Checkers its new banking details.
- 8.4** Checkers will send the monthly statement to the client at the address provided on the Checkers Business Card application form.
- 8.5** It will be the client's duty to check the statement to make sure that it is correct and unless the client raises a query about its statement within 24 days from the date of the statement, it will be deemed to be correct.
- 8.6** If the collection date falls on a weekend or a public holiday, the debit order will be collected on the last working day before the date mentioned above.
- 8.7** The amount collected from the client's bank account may differ from month to month, depending on the amount outstanding on my monthly statement.
- 8.8** All payment instructions issued by Checkers shall be treated by the client's abovementioned bank as if the instructions had been issued by the client personally.
- 8.9** The client may not delegate any of its obligations in terms of this agreement to any third party.

## **9. General**

- 9.1** The cardholder will be liable for all expenses incurred by Checkers in exercising any rights arising out of a breach of the cardholder's obligations under these terms and conditions, which shall include all legal costs as between attorney and own client.
- 9.2** No latitude or indulgence granted by Checkers will be deemed to be a waiver of Checkers' rights.
- 9.3** The terms and conditions contained herein will constitute the entire agreement between Checkers and the cardholder. Any variation thereof shall only be effective once reduced to writing and signed by both parties.
- 9.4** Checkers shall not be bound by any representation, express or implied term, warranty, promise or the like not recorded herein or reduced to writing and signed by Checkers and the cardholder.
- 9.5** The cardholder warrants that the signatory of the application form has been duly authorised to contract on the cardholder's behalf. Should the signatory not be duly authorised to contract on the cardholder's behalf and the cardholder denies liability for any amounts due in respect of purchases on the Checkers Business Card, then in such a case the signatory will be personally liable for all amounts due and payable to Checkers.