

Shoprite Business Card

■ Terms & Conditions

1.1 The terms and conditions under which the Shoprite Business Card is issued are set out below and should be studied carefully. By making use of the card, it is deemed that the cardholder has agreed to comply with and be bound to such terms and conditions.

■ Use of Card

2.1 The card account will be subject to a purchase limit that shall be notified by Shoprite 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 Shoprite 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.

■ Statements

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

■ 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. Payments can be made at any Shoprite supermarket or be made directly to the Shoprite 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 face hereof and provided that the necessary bank details have been completed. In the latter event, the cardholder authorises Shoprite to draw the monthly amount due as indicated on each statement from the cardholder's nominated bank account.

4.2 Payments not made on due date will not qualify for any discount which may be allowed by Shoprite in its sole discretion from time to time. In addition thereto, Shoprite shall be entitled to demand payment of the full amount then due by the cardholder.

■ Loss of Card

5.1 Any loss of the card must be reported to the Shoprite Card Division without delay.

5.2 A replacement card may be issued at a charge as shall be determined by Shoprite from time to time.

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■ Certificate

6.1 A certificate signed by any manager of Shoprite (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.

■ Notices

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

■ Authority and mandate for payment instructions

8.1 The client hereby authorise Shoprite 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 Shoprite 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 Shoprite prior written notice of the change and giving Shoprite its new banking details.

8.4 Shoprite will send the monthly statement to the client at the address provided on the Shoprite Business Card application form. Statements sent to an e-mail address will be the default method.

8.5 It will be the client's duty to check the statement to make sure that it is correct. Unless the client raise 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 Shoprite 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.

■ General

9.1 The cardholder will be liable for all expenses incurred by Shoprite in exercising any rights arising out of a breach of the cardholder's obligations which shall include charges as between attorney and own client

9.2 No latitude or indulgence granted by Shoprite will be deemed to be a waiver of Shoprite's rights.

9.3 The terms and conditions herein will constitute the entire agreement between Shoprite and the cardholder. Any variation shall only be effective once reduced to writing and signed by both parties.
