



Oxford University Press Southern Africa (Pty) Ltd

Reg. No. 2006/002981/07

New Account Information Sheet : Trade

NAME OF BUSINESS / SOLE MEMBER APPLYING:

CONTACT PERSON: _____ TEL NO: _____

Important - Please read carefully BEFORE submitting the New Account Application form

- Please note that by submitting the New Account Application to Oxford University Press Southern Africa (Pty) Ltd ("OUPSA") you are **authorising us to carry out a credit check.**
- The "**Applicant**" means **the natural person or legal entity** wanting to open an Account with Oxford University Press Southern Africa.
- **ALL SECTIONS** of the Application Form are to be completed, **with particular attention paid to the following:-**
 1. **Section 1.4** - If there is more than one director / member / owner / partner / trustee, the relevant details of **each** of them must be provided.
 2. **Section 1.6** - Not less than **two trade references** are to be provided.
 3. **Section 1.8** - Please ensure that you **attach an opening Order.**
 4. **All pages of this credit application must be initialled except page 10 and 11 which must be signed in full.** Page 11 must be signed by **each** director/member/owner/partner/trustee **in the presence of the Witnesses**, who must also sign on page 11.
 5. **Suretyship** (page 11) - It is our company policy that each director/member/owner/ partner/trustee is required to **sign suretyship and furnish a photocopy of their ID book.**
 6. **Return of completed Application Form**
The **original** Application Form must be returned by POST in order for the account to be approved, but we ask that the document is **faxed to us first (Fax: 021 596 1238) for checking**, to save the document being sent back again, and to ensure that your application is processed timeously.

Thank you for your co-operation.



New Account Application Form - Trade

P O Box 12119
N1 City
CAPE TOWN
7463
Tel: (021) 596 2300
Fax: (021) 596 1238

N1 City
Goodwood
CAPE TOWN
7460

1. APPLICANT'S PARTICULARS:

1.1 Business details

Type of trading entity (tick where applicable)	Public Co.		Private Co.		Close Corporation	
	Business Trust		Partnership		Sole Proprietor	
Registered name						
Trading name (if different)						
VAT Reg. No.			Company / C.C registration no.			
Sector of the market being supplied (tick valid choices)	Universities / Technikons		Schools		Direct to Public	
Holding company name			Years under present ownership			

1.2 Departmental Contact Details

Division	Contact Name	Email Address	Direct Number/ Ext.	Designation
Sales				
Orders				
Accounts Payable				

1.3 Sole Proprietor's details (Section 1.3 to be completed by sole proprietors only)

NB: Proof of Home Address to be supplied

Surname			First names			
Identity no.			Age			
Home Address						
	Property Rented		Property Owned		Bank Name if still Bonded	
If married (tick where applicable)	Antenuptial contract		Community of property		Widowed	Single

1.4 **Details of directors / members / trustees / partners / owners**
 (NB: Proof of Home Address to be supplied)

Full Name	ID no.	% Holding	Married? Yes / No	Marriage Type	Home Address

1.5 **Applicant's Delivery & Postal details**

Delivery address			
Province			
Postal address			
Business address (if different)			
Business e-mail address		Business Web site	
Contact Person (Regarding Credit App)		Designation	
Telephone No.	_____	Area Code	_____
Cell phone No.	_____		_____
Fax No.	_____		_____

1.6 **Trade references**

Name	Account Number	Credit Limit	Trading Terms	Years of Trading	Tel no.	Type of business e.g. Publisher

1.7 **Financial / Banking details**

Financial Institution Name			
Bank Account Holder's Name		Branch Name	
Account type		Account No.	
How long has the bank account been established?			

1.8 **Credit Assessment Information**

Your opening order MUST be attached	Total value of opening order = R
Estimated annual purchases from OUPSA	R
Overall yearly Turnover (Actual / Forecast)	R
Estimated Credit Limit Required	R

1.9 **Order Conditions (please circle the appropriate answer)**

Will you accept Substitutions? e.g. If you order stock of an old ISBN should we automatically supply you with the new ISBN?	Yes	No
Will you accept Part Supply per ISBN (Line Item)? e.g. If you ordered 20 copies and we only have 15 in stock should we supply the 15 copies and the balance when all stock is available?	Yes	No

2. TERMS AND CONDITIONS OF SALE

1. Definitions

In these Terms and Conditions:

‘OUPSA’ means Oxford University Press Southern Africa (Pty) Ltd or its duly appointed agent;

‘Customer’ means the person(s) or firm or company or institution purchasing goods from OUPSA;

‘Goods’ means the books, products or other articles sold by OUPSA;

‘Export sales’ means sales into countries other than to the Republic of South Africa;

‘Public Official’ means any person whose remuneration is funded by taxes and / or who is employed by government or any other state entity.

2. General

2.1. All orders for the sale of goods accepted by OUPSA are subject to these Terms & Conditions which may only be varied by an authorized official of OUPSA, in writing.

2.2. OUPSA reserves the right to change these conditions of sale by giving written notice. Except as provided above, these Terms & Conditions override all conditions provided by the Customer.

2.3. All sales are firm sales unless otherwise agreed at the time that the order is accepted. OUPSA does not supply goods on a “Consignment Stock” or on a “Sale or Return” basis unless specifically agreed in writing by the relevant OUPSA Sales Manager prior to the order being placed.

2.4. Each invoice issued to the Customer shall constitute a separate contract on the terms of that invoice and these terms and conditions, and there shall not be implied into the terms of the contract any continuing obligation to supply the Customer after fulfilment of each invoice. No notice period shall be required to be given by OUPSA should OUPSA decide to cease trading with the Customer.

3. Prices

3.1. The price charged by OUPSA for each publication shall be its recommended retail price (including VAT, where applicable) on the date the order is processed, less the appropriate trade discount. OUPSA reserves the right to adjust prices and trade discounts without notice.

3.2. All quotations or estimates given by OUPSA are subject to OUPSA’s confirmation of its acceptance of an order and to availability of the goods. Unconfirmed quotations or estimates shall lapse 14 days after issue, unless otherwise agreed in writing by OUPSA.

4. Discount and Credit Terms

4.1. All goods are supplied subject to standard discount and credit terms in force at the date of the Invoice, and to credit limits agreed between OUPSA and the Customer. OUPSA reserves the right to exercise complete discretion in respect of credit facilities, which may be withdrawn without notice.

4.2. Any claim relating to the price of goods as stated on the invoice and in particular a claim that the invoice price does not match the quotation or other agreed terms must be notified in writing by the Customer to OUPSA within 7 days of receipt of the goods.

4.3. Should payment of any amount not be made timeously, the grant of any discount relating to such amount may at the discretion of OUPSA be withdrawn.

5. Quantities & Editions

Where the Customer does not specify which edition of a book or other product is required and there is more than one, OUPSA will normally supply the latest available. No variation by OUPSA in the manufacture or design of any goods will constitute a breach of contract or impose any liability upon OUPSA.

6. Physical delivery

6.1. Sales in the Republic of South Africa

6.1.1. Goods will be delivered carriage paid to stipulated point of delivery. Means of carriage is at OUPSA's discretion. In circumstances where the Customer requests a different method of transport such as overnight freight the total cost shall be borne by the Customer.

6.1.2. OUPSA reserves the right to impose a delivery cost surcharge on deliveries of small numbers of books.

6.2. Export sales

6.2.1. Goods will normally be delivered carriage paid to stipulated point of delivery. Means of carriage is at OUPSA's discretion.

6.2.2. OUPSA reserves the right to recover freight costs on deliveries to Customers in countries that are not members of the Southern African Customs Union (SACU).

6.2.3. In circumstances where the Customer requests a different method of transport such as overnight freight the total cost shall be borne by the Customer.

6.3. Time for delivery

6.3.1. OUPSA will use its reasonable endeavours to meet any agreed delivery date but does not guarantee to do so and time of delivery shall **not** be of the essence of the contract, unless expressly so agreed in writing by OUPSA.

6.3.2. Each delivery of any part of an order will be deemed to constitute a separate enforceable contract to which these Terms & Conditions will apply.

6.4. Defective goods

6.4.1. The Customer shall inspect the goods within 15 (fifteen) working days of their delivery and shall give written notification to OUPSA of any shortages or manufacturing faults revealed by that inspection.

6.4.2. OUPSA will replace such goods as it agrees to be faulty provided that such replacement can be made from current stock.

6.4.3. If replacement cannot be made from stock, OUPSA will record a backorder for supply on arrival of new stock or, if so requested, credit the invoice value of any faulty goods.

7. Export and Import Licences

Unless otherwise agreed in writing, it shall be OUPSA's responsibility to obtain any export licence and the Customer's responsibility to obtain any import licence required in respect of goods supplied.

8. Returns policy

8.1. Products sold on firm sale

All products are sold on firm sale unless otherwise stated on the invoice, or in a separate, documented returns agreement approved by the relevant OUPSA Sales Manager.

8.2. Exceptional circumstances under which returns will be accepted

Notwithstanding that products are sold on a firm sale basis, returns will be accepted under the following circumstances provided that the over-riding conditions in Section 8.3 below are satisfied:

8.2.1. OUPSA Service Faults

8.2.1.1. OUPSA will honour returns requests arising from any service fault on our part.

8.2.1.2. Examples of such service faults are: too many books supplied; wrong books supplied; incorrectly bound books; damaged books; books supplied later than the date stipulated in the confirmed order.

8.2.1.3. Full credit will be passed for returns in this category or replacements provided (as per Customer's preference)

8.2.1.4. The cost of freight for books returned and/or for the supply of replacements will be borne by OUPSA.

8.2.2. Customer error

8.2.2.1. All requests to accept returns must be motivated in writing and may be considered by OUPSA and either declined or authorised. Authorisation will be at the discretion of OUPSA and returns authorisation will be without prejudice to OUPSA.

8.2.2.2. The cost of freight for books returned and/or for the supply of replacements will be borne by the Customer.

8.3. Overriding conditions governing all returns:

- 8.3.1. Advance authorisation from OUPSA for the return of any products must be obtained in writing. Authorizations are valid for 30 days only. Products returned without prior written authorisation will be returned to the sender and the cost of return will be for the account of the sender. Return Requests must be addressed to OUPSA Customer Services.
- 8.3.2. Books will be accepted for return only if they are in mint, re-saleable condition when received by OUPSA. Books with stickers/sticker marks, bar-code strips, School stamps, or pen marks on or in them will not be accepted. (This condition will not apply to books returned because they were misbound or damaged.)
- 8.3.3. Returns for books damaged in transit / during delivery must be requested and made within 15 (fifteen) working days of receipt of stock.
- 8.3.4. Returns request documentation must include original invoice details.
- 8.3.5. No returns or credit will be passed on books invoiced more than 3 months previously, unless otherwise stated on the invoice or in a separate, documented returns agreement.
- 8.3.6. Returns requests will only be considered if the Customer's account is maintained in line with agreed credit terms.
- 8.3.7. Old Editions, in respect of Higher Education titles only, will be considered for return only if they are replaced with an equal or higher order volume within 6 months of the new Edition becoming available.
- 8.3.8. No returns will be considered for OTO titles (imported, non-stocked items) or titles that are OP (out of print).

9. Risk and Title

- 9.1. The risk (relating to publications delivered) passes to the Customer on physical delivery to the delivery address stipulated by the Customer.
- 9.2. Notwithstanding the delivery and possession of any goods purchased, legal and beneficial ownership shall not pass to the Customer until payment in full is received by OUPSA.
- 9.3. OUPSA shall be entitled to enter the Customer's premises (or the Customer's agent's premises where that agent is storing goods on the Customer's behalf) to retrieve and re-possess any goods owned by OUPSA so as to discharge any sums owed to OUPSA, or to enforce the provisions of Clause 12.

10. Payment, interest and costs

- 10.1. Unless otherwise agreed in writing, the Customer undertakes to make payment within thirty days, or such extended period authorised in writing by OUPSA, from date of statement. In the event of the Customer not paying any amount which is due, then any other amounts which are outstanding and not due will immediately become due, owing and payable without further notice to the Customer.
- 10.2. Payment by credit card is subject to OUPSA's prior approval and a handling fee of 4% of the sale value.
- 10.3. If any amount owing is not paid on due date, then the Customer shall be liable for interest at 2 % above the prime overdraft interest rate, determined from time to time by the Standard Bank of South Africa Limited, charged on the overdue amount from due date to date of payment.
- 10.4. Should OUPSA instruct attorneys to collect any amount owing by the Customer, the Customer agrees that he/she/it will be liable for all costs, including all legal costs on the scale as between attorney and client, and collection commission that may be charged in respect of the collection thereof, together with an administration fee of 10% of the amount collected.
- 10.5. OUPSA reserves the right to invoice goods which are not immediately supplied but are reserved for consolidation in order to secure economic freight costs.

11. Orders and Cancellation of Orders

- 11.1. Orders may be placed with OUPSA by email, facsimile, via our website, or through OUPSA's sales representatives.
- 11.2. A Customer generated Purchase Order number must be quoted in all instances when an order is placed.
- 11.3. Once despatched, goods must be accepted and paid for by the Customer and cancellation will not be accepted.

11.4. Imported Titles are not usually carried in stock by OUPSA. Once an order has been placed by OUPSA on our supplier in response to a Customer's order for an Imported (OTO) Title(s), we will **not** accept cancellation of the Customer's order, and the OTO Title(s) must be accepted and paid for by our Customer.

12. Withdrawal of goods

12.1. OUPSA reserves the right to withdraw from Customers any goods which are the subject of a libel action, or for any other reason at OUPSA's complete discretion, and to forbid the re-sale of any goods which OUPSA's Customer has purchased. OUPSA undertakes to bear the expense of the return of such items and also to credit the purchase price. OUPSA completely disclaims responsibility for the continuing sale of goods which OUPSA has asked to be withdrawn, and any such responsibility will pass to the Customer acting in defiance of OUPSA's instructions.

12.2. The Customer shall co-operate fully in any withdrawal (at the expense of OUPSA) by OUPSA of any goods pursuant to this clause and shall give all reasonable assistance requested by OUPSA in recovering the goods and preventing their sale to third parties.

13. Ethical Conduct

The Customer undertakes to OUPSA that in relation to any business conducted in relation to OUPSA's products:

13.1. It will not offer, give or receive bribes or inducements for any purpose whether directly or through a third party

13.2. It will always behave ethically when competing for Customers business and when placing business with Suppliers

13.3. It will not offer financial or other inducements to public officials

14. Amendments

14.1. OUPSA reserves the right to alter or amend these Terms & Conditions of Sale generally, or for any particular class of goods or Customer. Customers should refer to the latest Terms & Conditions of sale, which are available upon requests or from OUPSA's website [www.oxford.co.za]

14.2. OUPSA should immediately be notified in writing of any changes to the Customer's ownership or status.

15. No Waiver

Failure by OUPSA to enforce any of the provisions hereof shall not be construed as a waiver of its rights nor prejudice OUPSA's right to take subsequent action.

16. Force Majeure and Liabilities

16.1. No liability shall attach to OUPSA for loss or damage or delivery delays or failure to manufacture or supply goods arising from factors outside its reasonable control including but not limited to acts of God, acts or omissions of civil or military authority, war, fire, flood, nature, disasters, labour disputes, plant breakdown, shortage of supplies, or compliance with orders lawfully given by any public authority.

16.2. The express terms of these Terms & Conditions together with any other terms expressly agreed subject to Clause 2 above, set out the Customer's remedies in the event that the goods prove defective, are not delivered on time or OUPSA is otherwise in breach of contract.

16.3. In any event, OUPSA's liability under or in connection with the supply of the goods, whether in contract, tort, breach of statutory duty or otherwise shall not, except where expressly provided for in these Terms or where such liability cannot be excluded or limited by law, exceed the price paid by the Customer for the goods.

16.4. These Terms are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law, and in any event, OUPSA shall have no liability arising out of or in connection with the supply of the goods for indirect, special or consequential losses, wasted or lost management time or time of other employees or for loss of profits or contracts, howsoever caused.

17. Use and Disclosure of Customer's information

17.1. OUPSA and the Customer undertake to each other that they will comply with the Protection of Personal Information Bill 2009 insofar as it relates to this Agreement.

17.2. The Customer consents to OUPSA carrying out a credit enquiry in respect of the Customer and understands that the personal information supplied in the Account Application form is to be used by OUPSA for purposes of assessing the Customers credit worthiness.

17.3. The Customer agrees that OUPSA will not be liable for any inaccuracies resulting from the provision of information in this application or from the Customers failure to notify OUPSA in writing of any changes to the details / information supplied herein.

18. Construction

The legal construction of these paragraphs shall not be affected by their headings which are for convenience only.

19. Assignment

19.1. The Customer may not assign or transfer or sub-contract to any third party its rights or obligations under these Terms without the prior written consent of OUPSA.

19.2. OUPSA may perform any of its obligations or exercise any of its rights under these Terms by itself or through any company or other person which is a subsidiary of OUPSA or in which OUPSA has directly or indirectly a controlling interest, or through any appointed agent.

20. Severability

If any provision of these Terms is or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms shall not in any way be affected.

21. Service of Notices

21.1. The Customer nominates as their preferred address ("domicilium citandi et executandi") for purposes of service of all processes, notices and the like the address reflected in Section 1 of their Account Application Form, as amended by the Customer from time to time.

21.2. Any notice or other communication given under these Terms and Conditions shall be deemed to be properly given by either OUPSA or the Customer if it is:

21.2.1. sent in legible form by facsimile transmission, or by registered post or personal delivery to OUPSA, Vasco Boulevard, N1 City, Goodwood, Cape Town, South Africa 7460 or to the Customer at the Customer's last known address, or

21.2.2. if it is sent by email to the last known email address of OUPSA or the Customer.

22. Law

22.1. These Terms & Conditions and any other terms of the sales contract shall be governed and construed in accordance with the Laws of the Republic of South Africa.

22.2. The Customer and anyone who stands as Surety for the obligations of the Customer hereby consent in terms of Section 45 of the Magistrate's Court Act to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount claimed may exceed its jurisdiction.

3. DECLARATION

- 3.1 I/We hereby apply to Oxford University of Southern Africa (Pty) Ltd (“OUPSA”) for credit facilities.
- 3.2 I/we have read and understood the attached OUPSA Terms and Conditions of Sale and agree to be bound thereby.
- 3.3 I/We hereby authorise OUPSA to make use of the information contained in this Application and to contact any person and/or enterprise named herein to obtain any information it may deem necessary.
- 3.4 I/We hereby confirm that we are aware that OUPSA conducts its business in line with ethical business principles and that it is committed to complying with the South African Prevention & Combating of Corrupt Practices Act No. 12 of 2004, and the United Kingdom Bribery Act 2010.
- 3.5 I/We undertake that in relation to any business conducted for or on behalf of OUPSA we will not offer, give or receive bribes or inducements for any purpose whether directly or through a third party, and I/we acknowledge that breach of this undertaking may result in the termination of this Agreement.
- 3.6 I/We shall co-operate fully with OUPSA in this regard including permitting OUPSA to inspect our relevant business records to ensure compliance with clause 3.5.

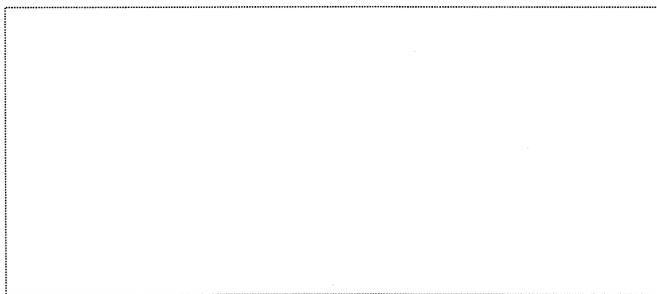
I/We warrant and certify that:

- 1. The information contained in this Application is true and correct and I/we undertake to notify OUPSA of any changes to particulars given in this application;
- 2. I am/we are duly authorised to sign this Application and Declaration;

SIGNED: _____ **DATE:** _____

On behalf of (insert Applicant’s name and stamp):

(Applicant’s name)



(Applicant’s stamp)

NAME OF SIGNATORY: _____

DESIGNATION: _____

4. SURETYSHIP

Details of Directors / members / Owners / Partners / Trustees signing as Sureties			
No.	Full names of Surety	ID Number of Surety	Preferred residential address for notices ("domicilium citandi et executandi")
1			
2			
3			
4			
5			
6			

I/We do hereby bind myself/ourselves jointly and severally with the applicant hereinabove stated to and in favour of Oxford University Press Southern Africa as surety(ies) for a co-principal debtor(s) with the applicant for the due payment of all debts and other monies due whatsoever nature and howsoever arising by the applicant to the creditors from time to time.

I/We hereby renounce the benefits of the legal exceptions of exclusion and division, cession of action and no value received and all or any exceptions which could or might be pleaded to any claim by the creditors against me/us, with the meaning, force and effect of which all exceptions I/we declare myself/ourselves to be fully acquainted.

I/We furthermore agree that the terms and conditions in Section 2 above shall mutatis mutandis be applicable to this suretyship.

Termination or variation of this surety will be of no effect in force unless same has been requested in writing and undersigned by Oxford University Press Southern Africa.

THUS DONE and SIGNED by me/us on the date and at the place indicated below in the presence of the undersigned witnesses:

No.	Signatures of Sureties	Date Signed	Place Signed	Signatures of Witnesses
1				
2				
3				
4				
5				
6				