



RNA Entertainment

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RNA Debtors Administration
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APPLICATION FOR PRO FORMA (CASH) ACCOUNT

RNA ENTERTAINMENT
a division of CTP Limited

(Hereinafter referred to as "RNAE")
Registration Number: 1971/004223/06

APPLICANT'S DETAILS

Public Co. ("Ltd")
 Private Co. ("(Pty) Ltd")
 Partnership
 Sole Proprietorship
 Closed Corporation ("CC")
 Trust
 Individual

If Applicant is a public company / private company / closed corporation / trust:

Registered name: _____

Trading name: _____

Registration number: _____

If applicant is a partnership / sole proprietorship / individual:

Name of partnership: _____

Details of partners: _____
 Full names: _____
 Identity number(s) _____

Name of sole proprietorship: _____

Full name of sole proprietor: _____

Identity number: _____

Type/description of business or trade: _____
(HEREINAFTER REFERRED TO AS "THE APPLICANT")

Postal address: _____

Telephone number: (code) _____
 Telefax number: _____
 E-mail address: _____

Street address: _____

Name of landlord: _____
 Tel. no. _____

Premises:
 Owned
 Rented

Physical address of registered office: _____

VAT registration number (please attach copy of VAT reg. certif.): _____

Details of directors / shareholders / members / trustees

Names	Addresses	Capacity	I.D. Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Date on which business commenced to operate: _____

How long under present management: _____

I/We undertake to notify RNAE in writing of my change of the information herein.

I/We do hereby accept and undertake irrevocably to be bound by RNAE's Standard terms and conditions which forms part of this document which terms and conditions I acknowledge having read and understood and agree to on behalf of the client and that it will be applicable to all business conducted between the Applicant and RNAE.

Authorised signatory: _____ Full name: _____

Capacity: _____ Date: _____

Terms & Conditions

1. In these terms "Agreement" shall mean these terms and conditions together with the application for a pro forma (cash) account (once accepted by RNAE).
2. This Agreement constitutes the entire agreement between RNAE and the Customer and shall govern all future dealings between RNAE and the Customer.
3. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of this Agreement, whether consensual or unilateral or bilateral shall be of any force or effect unless reduced to writing and signed by the Customer and a director of RNAE. No warranties, representations or guarantees have been made by RNAE or on its behalf, which may have induced the Customer to accept these terms and conditions, or to sign the application for pro forma account document.
4. Payment of all amounts owing by the Customer to RNAE shall be made by way of electronic fund transfer of direct deposit into the bank account of RNAE (or such other account as may be advised to the Customer by RNAE from time to time).
5. All goods supplied by RNAE shall remain the property of RNAE until such goods have been fully paid for.
6. The Customer hereby confirms that the goods or services on any VAT Invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery/performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and are free from any defects.
7. RNAE shall be entitled to invoice each delivery actually made separately.
8. Any delivery note (copy or original) signed by the Customer or a third party engaged to transport the goods and held by RNAE shall be prima facie proof that delivery was made to the Customer.
9. Delivery of the goods or services to the Customer shall take place at the place of business of the Customer.
10. The Customer shall ensure that all shortages and goods discrepancies are verified before goods acceptance.
11. RNAE shall not be held liable for goods discrepancies if the Customer has not notified RNAE of the discrepancies in writing within 48 (forty eight) hours of receipt of the goods.
12. Regardless of the place of execution hereof or performance pursuant hereto or domicile of the Customer, this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
13. The Customer chooses its address for any notification or service of legal documents or processes (domicilium citandi et executandi) at the physical address of the Customer as set out in the application for pro forma (cash) account document. Any document dispatched by prepaid registered post shall be deemed to have reached me seven days after the date of posting.
14. **CONDITIONS OF SALE**
 - 14.1 **RNAE**
The following conditions of sale apply to all sales of publications by RNAE and any other publishers or agents contracted to RNAE, hereafter referred to as "The Distributor".
 - 14.2 **THE CUSTOMER**
These conditions of sale apply to any person, partnership, firm association, close corporation and any company hereafter referred to as "The Customer".
 - 14.3 **THE PUBLICATIONS**
All goods sold by the Distributor including, but not limited to, bound titles, shall be referred to as "The Publications".
 - 14.4 **COPYRIGHT**
Copyright in the Publications shall, unless agreed otherwise in writing, remain with the respective Publisher or agent.
 - 14.5 **ORDERING**
Orders may be placed with the Distributor by post, facsimile, e-mail, telephone, E-Commerce website, EDI or through authorized sales representatives.
 - 14.6 **PRICE**
The price charged by the Distributor for each Publication shall be its recommended retails price on the date the order is processed less any agreed discount.
 - 14.7 **CARRIAGE AND FREIGHT**
The Company may at its discretion decide to charge for dispatch of goods by its own transport or by rail, post or road. In circumstances where the Customer requests a different category of transport such as overnight freight or passenger train the additional cost shall be borne by the Customer. A minimum carriage charge R65 (VAT inclusive) for orders with a nett value of less than R650 (VAT inclusive).
 - 14.8 **CLAIMS**
All claims in respect of Publications must be received in writing within fourteen days of the actual receipt of such Publications.
 - 14.9 **RISK**
The risk (relating to Publications delivered) passes to the Customer on physical delivery to the delivery address stipulated by the Customer.
 - 14.10 **PAYMENT**
Pre-payment.
 - 14.11 **RETURNS TO THE COMPANY**
All sales, unless agreed to in writing by the distributors client, are made on a firm sale basis.

FOR OFFICE USE

SUBMITTED BY: _____

ACCOUNT APPROVED BY: _____

DATE: _____