



# SOUTHERN HOSPITALITY LIMITED

## Terms and Conditions of Sale

Southern Hospitality Limited will use all reasonable efforts to provide reliable and high quality products and services.

### 1 Supply of Goods/Services

- a Receipt of an order from the Customer will be deemed to be acceptance by the Customer of these Terms and Conditions of Sale.
- b Goods are offered subject to availability.
- c Southern Hospitality Limited is not liable for any costs incurred as a result of any delay or damage to the goods in transit.
- d Southern Hospitality Limited is not liable for chilled/frozen goods damaged as a result of breakdown.

### 2 Prices

All prices are subject to alteration or withdrawal without prior notice.

### 3 Payment Terms and Conditions

Unless otherwise agreed in writing, the terms of payment are:

- a Payment in full no later than 20th day of the month following date of invoice (payment may be made by direct credit or direct debit authority to our bank account).
- b Where the purchase price is not paid in full on the due date, Southern Hospitality Limited reserves the right to charge interest on the outstanding balance at 1.8% per calendar month.
- c If the terms of payment are not strictly adhered to, Southern Hospitality Limited reserves the right to:
  - i Suspend deliveries of further goods.
  - ii Request payment before supplying further goods/services.
- d Freight is payable by the Customer.
- e The Customer shall pay Southern Hospitality Limited all Goods and Services Tax on the goods/services supplied.
- f The Customer shall be liable for all fees or expenses incurred by Southern Hospitality Limited in collecting or attempting to collect any money owed by the Customer.

### 4 Ownership of Goods

- a Ownership of any goods supplied by Southern Hospitality Limited to the Customer shall not pass until the Customer has discharged all outstanding indebtedness to Southern Hospitality Limited.
- b Until payment in full of such indebtedness is made, the Customer acknowledges and agrees that:
  - i The goods supplied are held by the Customer as bailee, to be sold by the Customer as agent for and on behalf of Southern Hospitality Limited.
  - ii The Customer shall store the goods supplied in such a way that it is clear that they are the property of Southern Hospitality Limited.
  - iii The Customer gives Southern Hospitality Limited leave and licence to enter into the premises of the Customer and remove any of the goods supplied by Southern Hospitality Limited.
  - iv If the goods have been sold or otherwise disposed of by the Customer, then the proceeds of such resale shall be the property of Southern Hospitality Limited and the Customer shall be accountable to Southern Hospitality Limited for such proceeds until the purchase price has been paid in full.

### 5 Personal Property Securities Act 1999 ("the PPSA")

Without limiting the provisions of these Terms and Conditions of Sale, the Customer and Southern Hospitality Limited acknowledge and agree that pursuant to the PPSA these Terms and Conditions of Sale:-

- a constitute a Security Agreement in the Goods in favour of Southern Hospitality Limited; and
- b confirm that the Goods constitute the Collateral until payment in full has been made to Southern Hospitality Limited for the Goods and the Security Interest has been released by Southern Hospitality Limited; and
- c hereby create in favour of Southern Hospitality Limited, a Security Interest in all present and after acquired property being goods supplied by Southern Hospitality Limited to the Customer; and
- d confirm that the Security Interest attaches to the Collateral when the Goods are delivered or received by the Customer and Southern Hospitality Limited may forthwith register a financing statement in respect of the Security Interest.
- e The purchaser waives any right to receive a verification statement in terms of Section 148 of the PPSA.

### 6 Guarantee

In consideration of Southern Hospitality Limited having entered into this Agreement with the Customer at the Guarantor's request (as is hereby acknowledged by the Guarantor) the Guarantor unconditionally and irrevocably guarantees to Southern Hospitality Limited the payment of all moneys payable by the Customer under this Agreement together with the full and punctual observance of all the terms and conditions which are here set out. The Guarantor's liability to Southern Hospitality Limited shall be that of a principal debtor and shall not be affected by any indulgence, grant of time, waiver, or any other act or things on Southern Hospitality Limited's part and/or on the Customers part which may affect the Guarantor's liability as surety only.

### 7 Return of Goods

It is Southern Hospitality Limited's policy that credit notes will only be issued for the following reasons:

- a Faulty goods.
- b Delivery shortages.
- c Incorrect pricing.
- d Supply of incorrect goods.

### 8 Claims for Credit for Returned Goods

- a Claims for credit for returned goods must be made within 14 (fourteen) days from the delivery date and otherwise shall be deemed to lapse.
- b A request for credit must be accompanied by the appropriate invoice number(s) and the goods.
- c The goods must be unused, resaleable and in the condition that the Customer receives them.
- d Southern Hospitality Limited must be given a reasonable opportunity to investigate a claim for refund of credit.

### 9 Collection and Use of Information

The Customer acknowledges that it has authorised Southern Hospitality Limited to:

- 1 Collect information about the Customer from any person.
- 2 Use any information it holds about the Customer.
- 3 Disclose information about the Customer to any person in the course of company business, including but without limitation credit assessment, debt collection and direct marketing activity.

If the Customer is an individual the Customer is entitled under the Privacy Act 1993 to access and request the correction of any personal information which Southern Hospitality Limited holds about the Customer.

### 10 Property Rights

Any drawing, design and specification produced by Southern Hospitality Limited remains the property of Southern Hospitality Limited and must not be copied or reproduced in any form, or passed on to a third party without written consent.

### 11 Warranties

All products are supplied as commercial goods and come with a warranty. Please refer to our website for details on individual product warranties.

### 12 Change of Details

You must notify us immediately of any change in business ownership, shareholder name change, or change of address or contact phone number.



# SOUTHERN HOSPITALITY LIMITED

## Direct Debit Authority Form



### ACCOUNT INFORMATION

Name of Account

**AUTHORITY TO ACCEPT  
DIRECT DEBITS**  
(Not to operate as an assignment or agreement)

BANK ACCOUNT FROM WHICH PAYMENTS TO BE MADE:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	Branch Number		Account Number				Suffix				

(Please attach an encoded deposit slip to ensure your number is loaded correctly)

**AUTHORISATION CODE**

0	3	2	1	5	9	7
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TO: The Bank Manager

BANK NAME   
 ADDRESS (PO BOX)   
 TOWN/CITY

DATE  DD /  MM /  YYYY

I/We authorise you until further notice, to debit my/our account with all amounts which

(hereinafter referred to as the Initiator)

the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

### INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT

PAYER PARTICULARS	PAYER CODE	PAYER REFERENCE									
<input type="text"/>	<input type="text"/>	<input type="text"/>									
Name of Account (Customer to complete) <input type="text"/>	<input type="text"/>										
Authorised Signatures	<input type="text" value="SIGNATURE"/>	<input type="text" value="SIGNATURE"/>									
<table border="1"> <tr> <td>APPROVED</td> </tr> <tr> <td>2159</td> </tr> <tr> <td>7   12</td> </tr> </table>	APPROVED	2159	7   12	<p><b>FOR BANK USE ONLY</b></p> <table border="1"> <tr> <td>Date Received:</td> <td>Recorded By:</td> <td>Checked By:</td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table> <p>Original - Retain at Branch Copy - Forward to Initiator if requested</p>	Date Received:	Recorded By:	Checked By:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<p><b>BANK STAMP</b></p>
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2159											
7   12											
Date Received:	Recorded By:	Checked By:									
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### CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

#### 1. The Initiator:

(a) Undertakes to give notice to the Acceptor of the commencement date, frequency and amount **at least 10 calendar days before** the first Direct Debit is drawn (but no more than 2 calendar months). This notice will be provided either: (i) in writing; or (ii) by electronic mail where the Customer has provided prior written consent to the Initiator. Where the Direct Debit system is used for the collection of payments which are regular as to the frequency, but variable as to the amounts. The initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date. In the event of any subsequent change to the frequency or amount of the Direct Debits, the initiator has agreed to give advance notice of **at least 30 days** before changes come into effect. This notice must be provided either: (i) in writing; or (ii) by electronic mail where the Customer has provided prior written consent to the Initiator. (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

#### 2. The Customer may:

(a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator. (b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank **prior** to the Direct Debit being paid by the Bank. (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator's Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

#### 3. The Customer acknowledges that:

(a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank. (b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account. (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lies between me/us and the Initiator. (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of: - the accuracy of information about Direct Debits on Bank statements - any variations between notices given by the Initiator and the amounts of Direct Debits. (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator. (f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

#### 4. The Bank may:

(a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Authority, cheque or draft properly executed by me/us and given to or drawn on the Bank. (b) At any time terminate this Authority as to future payments by notice in writing to me/us. (c) Charge its current fees for this service on force from time-to-time.