

Hierdie vorm is ook in Afrikaans beskikbaar, Vorm nommer 00145635.

between **The Standard Bank of South Africa Limited, Reg. No 1962/000738/06** (“the Bank”)

business address **32 Princess of Wales Terrace, Parktown, 2193**

and (“the merchant”) of

identity number/
company registration number VAT Registration number

business address
(not a box number)

<p>1</p>	<p>Appointment of merchant Once this agreement is signed by both you and us, you will be appointed as one of our authorised merchants, on the terms and conditions set out in this agreement.</p>	<p>5</p>	<p>Your obligations In the case of every transaction where a card is presented to you, you will: 5.1 Ensure the card has the same registration number and/or vehicle description as the vehicle in respect of which fuel/oil and/or goods and/or services are supplied. Where these details are not the same as those on the card, you must try to confiscate and return the card to the Bank; 5.1.1 5.1.2 Ensure that the card has not expired; the expiry date of a card is the end of the last day of that month of that year, as printed on the card; 5.1.3 Ensure that the card is not damaged in any way; 5.1.4 Ensure that the card is not listed on the Hot Card List by way of notice in accordance with clause 2.1.19. 5.2 You will, during any investigation by us into any unauthorised use of a card and/or any procedures not being followed by you and/or the cardholder, allow us reasonable access to your employees to interview and obtain written statements from them; 5.3 You must give us three (3) months notice, in writing, of any change in ownership of your business; 5.4 You may only use your own terminal and may not allow another merchant to use your terminal; 5.5 You must ensure that all staff dealing with our cards are properly trained in terms of your standard operating instructions.</p>
<p>2</p>	<p>Definitions and interpretation The following words will have these meanings: 2.1.1 “Agreement” means this agreement; 2.1.2 “Card” means a card issued by us usually printed with a fuel pump and/or a spanner and/or a toll sign; 2.1.3 “Maintenance label” means a label issued by us which the cardholder uses for authorised repairs and maintenance; 2.1.4 “Cardholder” means a person who has applied for and been issued with a card or label; 2.1.5 “Cardholder’s agent” means a natural person who the cardholder has authorised to use the card on its behalf for a specific motor vehicle whose registration number appears on that card; 2.1.6 “Discount” means the sales voucher purchase discount calculated on the total reflected on the sales voucher or as recorded by the electronic transaction on all services, excluding the supply of fuel and oil for topping up purposes; 2.1.7 “Sales voucher” means a sales voucher provided by us to the cardholder to be used with the card. Where another voucher for use with the card (not being a sales voucher) is used, and its use is approved by us, the term sales voucher will include this voucher; 2.1.8 “Electronic transaction” means a transaction through the terminal device which results in an electronic transfer of funds; 2.1.9 “Terminal device” means the electronic terminal device at the point of sale, which is electronically linked to the computer used by us, which is either supplied or approved by us for such use; 2.1.10 “the client’s copy” (or customer copy) means the copy of the sales voucher or the document that is printed for the customer when an electronic transaction takes place; 2.1.11 “the merchant copy” means the copy of the sales voucher or the duplicate record of an electronic transaction; 2.1.12 “the Bank’s copy” means the triplicate of a paper sales voucher; 2.1.13 “Merchant’s bank” means a bank which is a registered commercial bank, chosen by you for any payments to and from us; 2.1.14 “Merchant Standard Operating Instructions” means the instructions issued to you by us from time to time with details of the operation and procedures used or to be used relating to the card and/or sales vouchers and/or electronic transactions; 2.1.15 “Prime rate” means the publicly quoted rate of interest per year which we will charge you when we lend you money on overdraft. One of our managers (whose authority need not be proved) may advise what the prime rate is; 2.1.16 “Transaction” means an agreement entered into between you and a cardholder for the sale of fuel, oil, vehicle parts and other services for the vehicle whose registration number is printed on the card. The transaction will be recorded on a sales voucher or by means of an electronic transaction, which we then purchase the right, title and interest to, in terms of this agreement; 2.1.17 Any reference to “merchant” includes each of your officers, employees, agents and authorised representatives; 2.1.18 Any reference to a gender will include the other gender and reference to the singular includes the plural and reference to natural persons includes legal persons and vice versa; 2.1.19 “The Hot Card List” is a downloaded file of card numbers. Cards appearing on this list must not be accepted because their use is or may be unauthorised. We will supply you with this list electronically from time to time; 2.1.20 “VAT” means the value added tax as levied in terms of the Value Added Tax Act of 1991 as amended. 2.2 Headings of clauses are for information only and may not be used in interpreting this agreement.</p>	<p>6</p>	<p>Requirements and validity On presentation of a card by a cardholder or their agent, you will ensure that the following requirements are met: 6.1.1 Where a transaction limit and/or tank capacity is printed on the card in respect of the sale of fuel, oil and/or the supply of services and/or the sale of goods, you will ensure that the transaction limit and/or tank capacity is not exceeded, unless we or the cardholder specifically authorises this by any means available; 6.1.1.1 Where customers have Personal Motorcards, the Personal Motorcard Department is to be contacted on 0860 106 249 for authorisation of any service or maintenance-related transaction; 6.1.2 Fuel in excess of the vehicle’s tank capacity will not be supplied; 6.1.3 The sales voucher must be completed clearly and in accordance with the terms and conditions of the transaction and must be signed by the cardholder or their agent and by you or on your behalf immediately after the information on the card has been printed. The electronic transaction slip must also be signed by or on behalf of both parties immediately after it has been printed; 6.1.4 All signatures and other information will appear clearly on the cardholder’s and on every other copy of the sales voucher. The cardholder’s copy will be given to them or their agent; 6.1.5 The merchant copy of every sales voucher or electronic transaction slip printed in respect of a transaction must be kept by you for a period of not less than 6 (six) months. Should we request a copy of the sales voucher, it must be presented to us within five (5) working days, failing which the transaction will be reversed; 6.1.6 Where a manual override was effected, you must, at our request, produce the merchant copy of the voucher with an imprint of the card. 6.2 A sales voucher or electronic transaction will be invalid if: 6.2.1 The transaction is for any reason illegal or unlawful; 6.2.2 The sales voucher presented for payment has been altered and is not a true copy of the copy of the sales voucher handed to the cardholder. 6.2.3 The card has expired; 6.2.4 If the number of the card used appears on the latest Hot Card List, you must try to confiscate and return the card to the Bank. We will try our best to ensure that you are advised of such use as soon as possible, if not identified by you at the time; 6.2.5 The price the cardholder is charged is more than the normal cash price for the goods or services supplied; 6.2.6 The sale price is more than the authorised transaction limit and that no authority for the transaction has been obtained from us or the cardholder determined by the type of card and/or maintenance label presented for payment; 6.2.7 The terms of this agreement or your standard operating instructions have not been followed in any way and/or there has been a breach of a warranty or undertaking by you in relation to that transaction, provided that we may, at our discretion, choose to treat any such transaction as being valid and binding, without extending this treatment to any other similar transaction; 6.2.8 The transaction is for the sale and delivery of fuel and/or oil where you have not refuelled the vehicle’s tank and/or topped up the oil, i.e. where no fuel or top-up oil was sold, but the transaction was recorded to exchange cash.</p>
<p>3</p>	<p>Duration 3.1 This agreement will continue until either you or ourselves give the other party written notice after which you should not accept any cards whether you terminate this agreement or we terminate it; 3.2 Where you have accepted our cards after termination of the agreement, this agreement will (without harming any of our rights) apply to any transaction that results as if the agreement had not been terminated; 3.3 While this agreement continues, you will accept all valid cards presented to you by any cardholder or their agent.</p>	<p>7</p>	<p>Bank copy Every bank copy of every sales voucher must within 3 (three) banking days of the transaction, be forwarded by you to the designated address as provided to you by us from time to time, in order for the transaction to which the sales voucher relates, may be sold and ceded to us in terms of clause 8. Acceptance and payment by your bank or any other bank on behalf of the Bank will not bind the Bank to the validity or otherwise of any electronic transaction. We reserve the right in terms of clause 6.2, to reject any electronic transaction as invalid and to debit you or ensure that you are debited with the amount with which your account was credited in terms of clause 8.2 when the relevant sales voucher was presented or when the relevant data was received.</p>
<p>4</p>	<p>Maintenance services 4.1 On presentation to you of a maintenance label by the cardholder/driver or its agent, you will ensure that the following requirements are met: 4.1.1 The Maintenance Monitoring Unit is contacted for authorisation on 011 299 4609 or share call on 0860 222 668 or 083 255 1110, the latter which is the after hours emergency number before commencement of the service, repair or maintenance to the vehicle; 4.1.2 A tax invoice will be issued to the Bank and forwarded for payment within three (3) but not later than thirty (30) working days. We reserve the right to reject any invoices submitted after thirty (30) working days. The invoice marked, “Copy Tax Invoice”, should either be faxed to 011 547 0269 or posted to P O Box 869, Johannesburg, 2001. Where tax invoices submitted for payment do not reflect the authorisation number or the invoice/job card number is not signed by the driver, we reserve the right to reject them. Where the invoice amount charged is not the same as the authorisation amount, the difference between the authorisation amount and the invoice amount will be rejected; 4.1.3 You will recover costs from the cardholder where the work is done or goods supplied for items not covered in terms of the maintenance scheme and/or this agreement; 4.1.4 The hourly labour rate, the Fleet Owner parts discount and all other pricing</p>	<p>8</p>	<p>Cession and sale 8.1 When we receive our copy of the sales voucher, whether from you or your agent or of data relating to an electronic transaction, you will be deemed to have ceded to us all of your rights, title and interest in and to the transaction</p>

8.2 to which the sales voucher or electronic transaction relates;
The purchase price for the cession and sale will be an amount equal to the total reflected on the sales voucher or captured by the electronic transaction and your banking account will be credited with such purchase price;

8.3 In the case of a sale to a cardholder of any service other than the supply of fuel and oil for topping up purposes, the discount plus value added tax (VAT) will be deducted from the total reflected on the tax invoice or debited to your banking account for any other sales vouchers;

8.4 VAT, if it applies, must be included at the rate set from time to time, in the amount reflected on any voucher. You undertake to furnish the relevant tax invoice to the cardholder or their agent at their request;

8.5 If your banking account referred to in clauses 8.2 and 8.3 is credited or debited with an incorrect amount, then despite the fact that such error may be due to your or our negligence, we will be entitled to correct the error by debiting or crediting the amount to your bank account, as the case may be;

8.6 If you disagree with any amounts reflected on your monthly statement or have any queries relating to these amounts, you must within 90 (ninety) days of the date of the statement advise us in writing of which items on the statement you disagree with and the reasons why and send us copies of all documents supporting your objection. If an objection is not made within the time limits set out above, that item or statement will be regarded as correct.

9 Warranties

Our receipt of a sales voucher or electronic transaction in terms of clause 7 will constitute a warranty by you in our favour that:

9.1 The rights under the transaction have arisen from a legitimate transaction, which has been concluded in accordance with the information on the sales voucher or electronic transaction and is not unlawful;

9.2 All information on the sales voucher or electronic transaction is true and correct in all respects and reflects the full transaction between you and the cardholder;

9.3 You have full title to the transaction without any restrictions and are free to transfer all rights in the transaction and sell them to us as provided for in this agreement;

9.4 The transaction has been entered into at a price that is not more than your normal cash price for the goods and/or the supply of the services;

9.5 You have not split any transaction to avoid the need for an authorisation referred to in clause 6.1.1;

9.6 The transaction has not been dealt with in any manner other than that stated in this agreement and no person other than those mentioned in the agreement has been given any rights in the agreement;

9.7 The price on the sales voucher or as captured by the electronic transaction does not contain any element of credit or any finance charges;

9.8 The transaction has not been altered or added to in any way since it was executed;

9.9 We will not be responsible for any loss arising from the sale of the goods and/or the supply of services by you to the cardholder in any transaction;

9.10 All requirements set out in clause 5 (Merchant's obligations) and clause 6 (Requirements and validity) have been met;

9.11 The transaction satisfies all limitations and requirements of any law and/or regulations that apply.

10 Breach

In the event of a breach by you of any of the terms and conditions of this agreement, we will be entitled without harming any of the other rights that we may have, to call on you to pay us immediately the total amount reflected on the sales voucher or captured by the electronic transaction (less all amounts received by us from the cardholder in respect of the transaction) together with interest at a rate not exceeding the prime rate plus 3 (three) percent, calculated from the due date for payment by the cardholder until the date of actual payment to us by you against which payment we will be deemed to have transferred back to you all of your remaining rights in the transaction.

11 Claims and complaints

11.1 If a cardholder lodges a reasonable complaint about any transaction or on reasonable grounds returns goods purchased, you will not refuse to exchange them or give credit for them or to refund money because such goods were purchased using a card. You acknowledge that you are aware that each cardholder will have an absolute duty to pay us. You acknowledge further that it is not intended that we become involved in disputes between you and the cardholder. You agree that despite the fact that the cardholder may have paid or may be obliged to pay us in respect of any sales voucher or electronic transaction presented by you to us and further despite any payment or credit to your bank account by us as an irrevocable stipulation in favour of each and every cardholder capable of acceptance by it at any time, that such cardholder will have every right against you that he would have had if you had entered into a cash sale for goods or services instead of using the card scheme.

11.2 You will, at your own cost and without undue delay, satisfy any justified claim and complaint arising out of any transaction, without prejudice to any term or condition in this agreement.

12 Merchant has no right to accept payment

You will not accept any payment from the cardholder for any transaction unless the rights in, to and under such transaction are deemed to have been transferred to you by us in terms of clause 9.

13 Cession, assignment and set-off.
13.1 You may not transfer all rights to or assign any of your rights or obligations under or arising out of this agreement.
13.2 We will be entitled to transfer all of our rights against you and/or any cardholder to any person or to a person acting jointly and severally with us.

14 No authority
Except for what is set out in this agreement, you have no authority in relation to any transaction and may not in any way alter or enter into any arrangement with any cardholder for any transaction which may be contrary to the terms of this agreement, provided that in the event of you and the cardholder agreeing that a transaction would have been cancelled or amended. You must notify us immediately of the details of the transaction and we will advise you how to proceed.

15 Authorised debits
You authorise us to debit your bank account with the following items which will become payable on demand in accordance with clause 16 below:
15.1 The agreed discount, where it applies, on the amount of all payments made in respect of sales vouchers or electronic transactions presented for payment;
15.2 Any overpayments made by the Bank of the Sales Vouchers due to errors in calculation;
15.3 The full amount of all payments made to your bank in respect of invalid sales vouchers or electronic transactions;
15.4 The full amount of all payments made to your bank in respect of invalid sales vouchers or electronic transactions as a result of the unauthorised use of the cards and procedures not being followed by you and/or the cardholder even though the invalidity, misuse and/or non-compliance has not been proved in a court of law or otherwise;
15.5 Any other amounts due to us by you in accordance with this agreement;
15.6 At our discretion, interest on the amounts due to us at a rate not exceeding the prime rate plus 3 (three) percent, calculated from the due date until the date of payment.

16 Transaction records
16.1 We will keep records of all transactions between you and us and will once every month send you a statement showing the amount due and owing to us by you. This statement will be a proper demand for payment and payment will be made by a direct debit from your bank account;
16.2 If you change your bank or branch you must advise us in writing within 3 (three) days of such change.

17 Certificate of amount owing
A certificate signed by any of our managers (whose position as manager need not be proved) showing any amount owing by you in terms of this agreement will be sufficient proof of any amount due and for all purposes, unless the contrary is proved.

18 Discount
You will pay us a discount of 5% (five per cent) plus VAT on all sales vouchers as set out in clause 2.1.6. We reserve the right to review and/or vary such discount on notification to you. Notification could either be by a letter, a statement message or a statement insert.

19 Indemnity
You hold us harmless in respect of all claims against us relating to any inconvenience, loss, consequential loss, damages, death or injury suffered by any person as a direct or indirect result of a card being placed on the Hot Card list.

20 Addresses for notices and serving of legal documents
20.1 You and ourselves choose the address set out on the front page of this agreement as the street address at which we will accept delivery of legal notices, which must be in writing. Should either party wish to change this address to another address in the Republic of South Africa, the other party must be notified in writing.
20.2 If a legal notice is sent by hand, that party is deemed to have received it on the date of delivery. If sent by registered post, the notice is deemed to have been received six (6) days after posting.

21 Whole agreement
This agreement forms the whole and only agreement between you and us and any agreement to change this agreement in any way or any agreement not to enforce any rights or any agreement by the parties to cancel this agreement must be in writing and signed by both you and us.

22 Jurisdiction
22.1 You agree that any court action can be instituted out of the Magistrate's Court even if the amount of the claim does not fall within the authority of the Magistrate's Court. We are, however, not forced to institute action in the Magistrate's Court. In the event that we take legal action against you, you agree to pay our legal costs on the attorney-client scale.
22.2 This agreement will be governed according to the laws of South Africa.

For the Merchant	
Thus done and signed at _____	on date (YYYY-MM-DD) _____
Witness full name _____	Witness signature _____
X _____	
For and on behalf of the Merchant, being duly authorised hereof	

For the Bank	
Thus done and signed at _____	on date (YYYY-MM-DD) _____
Witness full name _____	Witness signature _____
X _____	
For and on behalf of the Bank	