



51 David Draper Road Bruma 2026 / P O Box 2823 Bedfordview 2008 Reg. No. CK1989/024559/23
 T: 011 622 3356 F: 011 616 5874 C: 0835775007 E: info@brettian.com Website: www.brettian.com

This application form must be completed in full and each page signed by the applicant.
(five pages in total – including terms and conditions)

COMPANY DETAILS

Full Registered Title including (Pty) Ltd./ Ltd./c.c. (if applicable)
 (ATTACH LETTERHEAD) : _____

Trading Name (if not as above) : _____

Company Registration Number : _____

How Long Has the Business Being Operating for? : _____ Years

VAT Registration Number : _____

Telephone Number/s : _____

Fax Number : _____

E-mail Address (for Accounts Department) : _____

Physical Address and Postal Code : _____
 : _____
 : _____
 : _____

P O Box Number and Postal Code : _____
 : _____
 : _____

Full Particulars of Directors / Partners / Members / Owners:

NAME	ADDRESS	HOME TEL.	I.D. NUMBER

Signed: _____

Date: _____

Capacity: _____

Banking Details

Bankers : _____

Name of the Account : _____

Branch Name/Code : _____

Account Number : _____

Estimated Monthly Facility Required: : R_____

Signed: _____

Date: _____

Capacity: _____

Brettian Productions cc

CONDITIONS OF SUPPLY AND TRADING TERMS:

The conditions are deemed to apply to all transactions between Brettian Productions and existing and future customers ("dealers") in respect of any sound recording on disc, whether lacquer or computer or otherwise magnetic tape, cassette and/or cartridge and/or any other form from which sound recordings can be produced and/or other merchandise manufactured or distributed by Brettian Productions (All the foregoing products are hereinafter collectively referred to as "goods"). In the manufacturing process "Ancillary Material" shall include master tapes, cassette cases, record covers, record sleeves, artwork, and the like. In these conditions, the singular shall include the plural and vice versa, and the masculine shall include the feminine and the neuter.

APPROPRIATION OF PAYMENTS

Brettian Productions may appropriate any payment, which is not specifically designated by the dealer in respect of a particular consignment of "goods" or account, in its discretion to any amount owing.

BREACH AND CANCELLATION

Brettian Productions shall be entitled, at its sole option, in addition to and without prejudice to and other rights or remedies which it may have against the dealer in law, to terminate this agreement summarily without notice to the dealer and to claim damages or such other relief as it is entitled to in law. In the event of the dealer breaching any of the terms and conditions of this agreement it shall be deemed to be material. In the event that any claim is made by any person against the dealer for copyright infringement, Brettian Productions shall be entitled to refrain summarily and without prior notice, from all further business dealings with the dealer pending finalization of such claim and satisfaction by the dealer of any claims arising out of such claim being substantiated. Thereafter Brettian Productions may review its business relationship with the dealer. Brettian Productions shall in addition to its other rights, and in its discretion, be entitled to declare the full balance then owing by the dealer immediately due and payable, and without notice shall be entitled to institute proceedings for recovery.

CREDIT FACILITIES

Brettian Productions will in its sole and absolute discretion ("discretion") determine whether to open a trading account for a dealer and if so, whether such account will be a credit account or cash account.

DELIVERY AND PROCESSING OF ORDERS

Brettian Productions reserves the right to refuse to execute any order without assigning any reason. Minimum orders must be R600.00 excluding vat & handling. No order under the above amount will be executed.

HANDLING FEES

All orders are subject to a handling fee. Details of the handling fee charged are available on request. No handling fee will be credited if stock is returned to Brettian Production.

OVERDUE ACCOUNTS

Interest on all overdue accounts will be charged at a rate equal to the maximum rate charged by Brettian Productions' bankers on unsecured overdraft from time to time. Interest shall be calculated monthly in arrear on the overdue amount from the due date of payment. If the interest is not paid monthly, the amount of the interest shall be capitalized on the last day of each and every month.

PAYMENT TERMS

1. CREDIT ACCOUNTS are payable within 30 days net from date of monthly statement. *The account will be treated as a COD account for the FIRST THREE months of purchases. Should there be a default on the terms after going on account, the account will automatically be reverted to a COD account.*
2. CASH ACCOUNTS are payable prior to delivery
3. WITHDRAWAL OR VARIATION OF FACILITIES - The extent and nature of credit facilities and terms of payment shall at all times be determined by Brettian Productions in its discretion and may be withdrawn or varied by Brettian Productions at any time without prior notice. Any latitude or extension of time, which may be allowed by Brettian Productions in variation of existing arrangements, shall not be deemed to be a waiver of Brettian Productions' rights.

LEGAL COSTS

Should Brettian Productions cc instruct its attorneys to institute proceedings of any nature against the dealer, the dealer shall be required to pay commission and all other legal costs incurred by Brettian Productions as between attorney and own client.

Signed: _____

Date: _____

Capacity: _____

USE OF CREDIT INFORMATION

We at Brettian Productions cc will grant credit facilities partly based on the outcome of the trade references obtained. On acceptance of this document, you as the applicant understand and authorize us to obtain trade references and you are fully aware that we may follow part of / all of the procedure as listed below:

- A) The use of your credit information by (name of subscriber lender)
- 1) When you apply to us to open an account, this company will:
 - a) Check our own records for information on:
 - i. If you are a director, member, shareholder or partner in a small business we may check on your business accounts.
 - ii. Your personal accounts; and if relevant, your spouse or partner's accounts or the accounts of any other person with whom - "you share income and mutually bear obligations; and
 - b) Search credit bureau for information on:
 - i. If you are a director, member, shareholder or partner in a small business we may check on your business accounts.
 - ii. Your personal accounts; and if relevant, the personal accounts of your spouse or any other person with whom you share income and mutually bear obligations; and
 - c) Check trade references:
 - i. If you are a director, member, shareholder or partner in a small business we may check on your business accounts.
 - ii. Your personal accounts; and if relevant the personal accounts of your spouse or any other person with whom you share income and mutually bear obligations.
 - 2) What we do with the information you supply to us as part of the application:
 - a) Information that is supplied to us may be sent to a credit bureau.
 - 3) In the processing of your application for credit we will/may obtain information from credit bureau for the following purposes:
 - a) To assess your application for credit, and your level of indebtedness and debt repayment history as required by the NCA; and/or;
 - b) Assess risk; and/or
 - c) Validate and verify the information which you provide to us including your identity and the identity of your spouse, partner or other directors/partners and/or;
 - d) Undertake checks for the prevention and detection of fraud and/or money laundering; and/or
 - e) We may use scoring methods to assess this application and to verify your identity;
 - f) Any or all of these processes may be automated.
 - 4) Account management:
 - a) Once you have an account with us we will supply information to a credit bureau about how you conduct that account
 - b) If you borrow or make use of our payment terms and do not repay in full and on time, this information will be provided to credit bureau, after we have given you 20 business days notice of our intention to send this information to the credit bureau.
 - c) We may make periodic searches of credit bureau information' to manage your account with us, and to take decisions regarding affordability and/or the risks involved in offering you payment terms.
 - d) If you have borrowed from us or made use of our payment terms and do not make payments that you owe us, we will trace your whereabouts using credit bureau information and recover payment.
 - e) Supply trade references to credit bureau.
- B) The use of your credit information by credit bureau:
- 1) How your data will NOT be used by credit bureau:
 - a) It will not be used to create a blacklist.
 - b) It will not be used by the credit bureau to make a decision.
 - 2) Your data held by credit bureau may be used for the following purposes according to the NCA:
 - a) to do an affordability assessment when you apply for credit;
 - b) to do an assessment of your propensity to repay your debt, when you apply for credit;
 - c) to do a general credit assessment which includes pre-screening for marketing purposes;
 - d) an investigation into fraud, corruption or theft by the SAPS or other statutory enforcement agency;
 - e) fraud detection and fraud prevention services;
 - f) the assessment of the debtor's book of a person for providing insurance, the sale of a business; or any other transaction that is dependent on determining the value of the debtors book;
 - g) setting a limit for the provision of a continuous service;
 - h) assessing an application for insurance;
 - i) verifying qualifications and employment;
 - j) considering an application for employment in a position that requires trust and honesty and entails the handling of cash or finances;
 - k) obtaining information for distributing unclaimed funds, including pension funds and insurance claims;
 - l) tracing by a credit provider in respect of a credit agreement, with your consent;
 - m) for developing credit scoring models;
 - n) for statistical analysis and system testing and evaluations;
 - o) Additional uses of data - may vary from subscriber to subscriber.
 - 3) Sharing your credit information with third parties:

In addition credit bureau may report or release your credit and other information to third parties, for any of the purposes listed above provided for in the NCA, and to assist parties in risk management in general and in making decisions on credit.

Signed: _____

Date: _____

Capacity: _____

Names of Trade References:

Name	Account Number	Address	Telephone Number
1.			
2.			
3.			

Signed: _____

Date: _____

Capacity: _____

I, (Full Name) _____ Hereby Acknowledge That I Am Empowered and Duly Authorized To Sign This Application Form and on Behalf of the Dealer, Warrant That The Above Information is Correct in Every Respect and Accept and Agree to the Conditions of Sale and Trading Terms To which I Have Read and Understand.

Dated and Signed at _____ On This _____ Day Of _____ 20 _____

Dealers Signature: _____ Designation/Capacity: _____

For office use:

Credit check by (signature and name printed) : _____

Account number : _____

Credit approved for (per month) : _____

Approved by : _____

Approved by: (name printed clearly) : _____