



**Clayville Wholesaler (Pty) Ltd**  
**Application Form**

**Ensure that all supporting documents specified below accompany your application, this is to ensure swift processing, failure to do so will delay your application.**

**Pharmacies**

- Copy of the Certificate of Pharmacy Ownership (SAPC)
- Copy of the Pharmacy Registration Certificate (SAPC)
- Responsible Pharmacist Certificate or copy of the SAPC card of the Responsible Pharmacist
- Department of Health registration certificate exception for pre-May 2003 (DOH)
- Owners copy of ID or passport
- Confirmation of bank details in the form of a bank confirmation letter or bank stamped statement. (Not older than 3 months)

**Doctors/Dentists/Dental Therapists and other Allied Healthcare Professionals**

- Copy of HPCSA card or proof of registration
- Copy of dispensing license (DOH)
- Copy of ID or passport
- Confirmation of bank details in the form of a bank confirmation letter or bank stamped statement. (Not older than 3 months)

**Nurses**

- Copy of SANC registration card or document
- Copy of dispensing license (DOH), all annexures should be included
- Copy of ID or passport
- Confirmation of bank details in the form of a bank confirmation letter or bank stamped statement. (Not older than 3 months)

**Please note**

All correspondence of applications and documentation can be made via email or fax. Email [accounts@clayvillewholesaler.co.za](mailto:accounts@clayvillewholesaler.co.za)  
Tel: 087 149 3782

Clayville wholesaler Banking Details			
		<b>First National Bank</b>	
		Acc: 630 850 68146	
		Branch: 205609	

Unit no 02 Gauteng business  
park on 143 koppel street Oli-  
fantsfontein  
1666  
t:087 149 3782

Company Reg: 2024/018172/07 | VAT Reg: awaiting



Please complete the following:

<b>Trade name of business</b>			
<b>Name of Owner/s</b>			
<b>ID/Passport Number</b> (Copy required)			
<b>Postal Address</b>			
	Postal Code		
<b>Delivery Address</b> (Registered address)			
	Postal Code		

<b>Contact details</b>				
Business contact number				
Mobile number (owner)				
Email address (orders)				
Email address (accounts)				
Email address (sales & marketing)				
Consent to receive sales & marketing communication	Yes		No	

<b>Business details</b>			
Business registration number (CIPC certificate required)			
VAT Registration number			
Date business was established			

<b>Banking details</b>			
Name of bank			
Account number			
Account type			
Branch code			

**Note:** Stock will only be released once payment verification is received from our accounts department.

By completing and submitting this form, I hereby acknowledge and give consent to Clayville Wholesaler's privacy policy.



## Regulatory Control

Do you wish to purchase Scheduled Medicines? (Compulsory)

YES		NO	
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In terms of the Medicines and related substances Act 101 of 1965, as amended Wholesalers and Distributors may supply scheduled products, medical devices or IVDs to registered and licensed entities only as per the provisions of Section 22A.

If yes.

Please complete the following in your profession's section.

### Doctors, dentists, dental therapists, podiatrists, paramedics, and optometrists.

(Information to be substantiated by copies of relevant documentation)

Type of healthcare professional				
HPCSA registration number				
Practice number				
Dispensing license	Yes		No	

### Pharmacies.

(Information to be substantiated by copies of relevant documentation)

Pharmacy SAPC registration number				
Pharmacy grade				
Recording of pharmacy ownership	Yes		No	
Responsible pharmacist				
Practice number				

### Nurses

(Information to be substantiated by copies of relevant documentation)

Type of healthcare professional				
SANC registration				
Dispensing license	Yes		No	
Prescribing qualification	Yes		No	

**Note:** Medicines will only be released in accordance with the Annexures of the Dispensing license; you must be an authorised prescriber to receive medicines excluded in the annexures.

The terms and conditions under which Clayville Wholesaler, hereafter referred to as Clayville Wholesaler, opens an account are set out below and should be studied carefully. By making use of the account, it is deemed that the Account Holder has agreed to comply with and be bound to such terms and conditions. Please read and consider this facility agreement and its annexures carefully as it shall constitute a binding agreement. You will be requested to declare that you understood the content of this entire agreement and its annexures and more specifically the fact, nature and effect of its clauses (terms).

## 1. Definitions

In these terms and conditions, unless the context indicates the contrary means:

- 1.1. Account Holder: The person / entity successfully applying for an account with Clayville Wholesaler.
- 1.2. Application Form: Form to be completed by the Applicant in order to become an Account Holder, which form must accompany a signed copy of these terms and conditions as well as relevant substantiating documents.
- 1.3. Reg. No: **REG\_NUMBER?** the Facility Provider.
- 1.4. Account: The facility to purchase certain products/goods provided by Clayville Wholesaler to the Account Holder.
- 1.5. Purchase Limit: The amount determined by Clayville Wholesaler as being the maximum allowed amount that may be utilized by the Account Holder on the Account and which amount shall be notified to the Account Holder upon acceptance of the application.
- 1.6. Delivery address: The address chosen by the Applicant on the Application form.

## 2. Application and Agreement

- 2.1 The Facility Agreement will be entered into on the day that Clayville Wholesaler accepts the Application.
- 2.3 Any application is subject to Clayville Wholesaler approval. Clayville Wholesaler has the unfettered discretion to accept or decline an application, to determine the limit of the account and to decrease the limit of the account at any time.
- 2.4 Clayville Wholesaler will be entitled to amend the terms of the account at any time and such amendment(s) shall commence on the first use of the account after the date that such amendment(s) takes place. When the Account is used upon the amended terms same shall confirm that the Account Holder agrees to the amended terms.
- 2.5 The application will be considered by Clayville Wholesaler on the information provided by the Applicant. All information provided by the Applicant must be accurate, correct and complete.
- 2.6 Clayville Wholesaler has the right to cancel the Account at any time.

## 3. Use of Account

- 3.1. The account will be subject to a purchase limit.
- 3.2. The purchase limit shall not be exceeded by the Account Holder unless written consent has been obtained from Clayville Wholesaler.
- 3.3. It is the responsibility of the Account Holder to take due and proper care of the account and not allow any third party to use the account.
- 3.4. Should the account be used fraudulently or by an unauthorized person, the Account Holder will be liable for all purchases arising from any unauthorized or fraudulent transactions.
- 3.5. Clayville Wholesaler shall be at liberty to unilaterally revoke or suspend usage of the account and the facility and either temporarily or permanently vary and/or reduce any purchase limit allowed.

3.6. The liability of the Account Holder shall under all circumstances remain until the account has been settled in full.

## 4. Statements

4.1. Statements will -

4.1.1 Show all transactions on the Account Holders Account;

4.1.2 Show the current amount due;

4.1.3 Show all payments made and any balance that remains due; and

4.1.4 Inform the Account Holder of the amount that must be paid to Clayville Wholesaler before the due date stated on the statement.

4.2. Statements will be provided to the Account Holder via e-mail, to the the e-mail address stipulated on the Application Form.

4.3. It will be the Account Holder's duty to check the statement and to make sure that it is correct. Unless the Account Holder raises a query about its statement within 7 (seven) days from the date of the statement, it will be deemed to be correct.

4.4. Non-receipt of a statement will not free the Account Holder from its obligation to pay all amounts due to Clayville Wholesaler as the Account Holder may obtain information from Clayville Wholesaler directly.

## 5. Payment Terms

5.1. Payments must be made within the approved number of days reflected on the statement, without any deduction or set-off.

5.2. Payments can be made by cheque, deposit or electronic transfer, into the following account: Clayville Wholesaler, **First national bank**, account number 630 850 68146, branch 205609 and with the Account number as reference.

5.3. In the case of deposits and electronic transfers, a copy of the deposit slip or proof of payment must be faxed/emailed to the person handling the account in order for the payment to be allocated to the account.

5.4. A remittance advice must accompany the payment.

5.5. Payments on cash accounts: No cheque payments will be accepted on cash accounts. When payment is made by cheque, the payment will stay in the account for seven days (for clearance purposes) before stock will be released.

## 6. Certificate

6.1. A certificate signed by any manager of Clayville Wholesaler (whose appointment and authority need not be proved) as to the amount due and payable by the Account Holder or any other matter regarding the account (inclusive of interest) will be prima facie proof of the correctness thereof.

## 7. Notices

7.1. The address given on the application form by the Applicant (be it residential, business, postal or electronic) will for all purposes serve as the address chosen by the Account Holder at which legal notices and any process of court may be served on the Account Holder (the Account Holder's "domicilium").

7.2. The Account Holder may change his domicilium by notice to Clayville Wholesaler which domicilium change will only take effect 7 days after receipt of such notice by Clayville Wholesaler.

## 8. Authority and mandate for payment instructions (Debit Orders)

8.1. If so elected on the face hereof and provided that the necessary banking details have been completed, any amounts due will be recovered directly from the bank account of the Account Holder by way of debit order.

8.2. The Account Holder hereby authorize Clayville Wholesaler to collect any amount due by the Account Holder from the bank account as indicated on the application, and to credit such amount to the Account Holder's account.

8.3. This authorization will remain in force until all amounts due by the Account Holder in terms of this Facility Agreement has been settled in full.

8.4. The amount collected from the Account Holder's bank account may differ from month to month, depending on the amount outstanding on the statement.

8.5. All payment instructions issued by Clayville Wholesaler shall be treated by the Account Holder's abovementioned bank as if the instructions had been issued by the Account Holder personally.

8.6. The Account Holder may not delegate any of its obligations in terms of this Facility Agreement to any third party.

8.7. The Account Holder may not change its banking details for the debit order, without prior written notice to Clayville Wholesaler and without providing Clayville Wholesaler with the new banking details.

## 9. Changes of Conditions of Use

9.1. Clayville Wholesaler reserves the right to change, repeal, replace or add to any of the terms and conditions of the Account.

9.2. Any such changes will be notified to Account Holder by way of written notice to the mail address provided on the Application Form. Any changes will take effect upon the first use of the Account after such notice has been provided to the Account Holder.

## 10. Pricing

10.1. Prices are fixed on the day when the order is accepted by Clayville Wholesaler.

10.2. VAT will be charged at the applicable rate and as governed by the relevant statutes of the Republic of South Africa.

10.3. Clayville Wholesaler will endeavour to ensure that all advertised pricing is accurate, however, in the event that an error occurs with regards to the pricing of goods ordered by the Account Holder, Clayville Wholesaler will inform the Account Holder as soon as is reasonably possible and provide the Account Holder with the option to reconfirm the order at the correct price or to cancel same. Should Clayville Wholesaler not be able to reach the Account Holder within a reasonable time, the order will be cancelled.

10.4. Should an order be cancelled under the circumstances listed in clause 10 of these terms and conditions and the Account Holder has already paid for the goods, the Account Holder will receive a full credit to their account.

## 11. Placing your order

11.1. Orders are accepted subject to availability of the product from the manufacturer.

11.2. Whilst Clayville Wholesaler will make every effort to ensure that pack sizes shown are accurate, manufacturers may change their pack sizes. If there is a change to the size provided to the Account Holder at the date of acceptance of the order, Clayville Wholesaler will provide the Account Holder with the correct information and relevant price, before delivery takes place.

11.3. To take advantage of any promotion, the Account Holder's delivery date must fall within the advertised effective dates as per the relevant promotion.

11.4. Orders must be received prior to customer cut-off to ensure timely delivery ("cut off" to be defined by client in writing to Clayville Wholesaler).

11.5. Promotional photographs are for illustration purposes only.

11.6. The Account Holder is advised to always refer to the product packaging for information of its contents.

11.7. Clayville Wholesaler does not warrant information provided by third party manufacturers.

## 12. Delivering your order

12.1. All goods will be delivered to the delivery address provided by the Account Holder in the application form. Goods will only be delivered to an adult (18 years of age or over).

12.2. The delivery date and time as arranged with the Account Holder, will merely be estimated and Clayville Wholesale will endeavour to deliver in accordance with same.

12.3. Clayville Wholesaler will not be liable for any cancelled or delayed delivery caused by suppliers or manufacturers or any events outside of the reasonable control of Clayville Wholesaler. It is the responsibility of the Account Holder to ensure that an adult is available at the delivery address to sign for the delivery during the agreed date and time.

12.4. It is the responsibility of the Account Holder or his/her appointed agent to check all deliveries with the Clayville Wholesaler driver and as against the proof of delivery. The Account Holder must note all shortages and damaged goods on the Clayville Wholesaler proof of delivery at the time that the goods are delivered.

12.5. Damaged goods together with the proof of delivery of such goods may be returned for full credit on the day of delivery. In the event that damaged goods are of a frozen/chilled nature, such goods must be returned at the time of delivery.

12.6. Clayville Wholesaler will not accept any returned goods after 2 (two) days from date of delivery.

12.7. Roll cages, pallets and tote boxes remain the property of Clayville Wholesaler at all times. Clayville Wholesale reserves the right to charge for any items left at the premises of the Account Holder at their request, or which are not returned or are lost by the Account Holder.

12.8. The Account Holder hereby warrant that the signatory to any tax invoice, delivery note or other documentation of Clayville Wholesaler made out in the name of, or to the Account Holder, is duly authorized to bind the Account Holder in respect of the relevant transaction.

## 13. Liability

13.1. The Account Holder hereby indemnifies Clayville Wholesaler, its employees and/or agents of any liability for any failure to perform or delay in performance caused by events outside of the reasonable control of Clayville Wholesaler (for example strikes, trade disputes, accident, computer failure, breakdowns, power failures, shortages affecting Clayville Wholesaler or Clayville Wholesaler usual sources of supply or Clayville Wholesaler means of delivery of the goods).

13.2. Clayville Wholesaler will not be held liable for any loss or damage sustained by the Applicant, Account Holder or any third party regarding either the application or this Facility Agreement.

## 14. Suretyship

14.1. Should the Applicant be a limited liability company or close corporation, the Directors or Members (as the case may be) agrees and undertakes to bind themselves as Surety/ies and Co- Principal Debtors in Solidium in respect of all amounts owing by the Account Holder to Clayville Wholesaler.

14.2. In the event of a Surety being married in community of property, the onus will be on the Surety to obtain the consent and signature of their spouse to enter into such surety.

## 15. Breach

15.1. Any action or failure to act by the employees and/or agents of the Account Holder, will be imputed to the Account Holder.

15.2. In the event of the Account Holder:

15.2.1. failing to pay any amount due by it in terms of the Facility Agreement on due date; or

15.2.2. commit a breach of any other term and/or condition set out in this Facility Agreement; or

15.2.3. commit any act which is unlawful, immoral or which constitutes immoral business practice; or

15.2.4. have any judgement in excess of R20 000.00 (twenty thousand rand) taken against it, and fail within 7 (seven) days of it becoming aware thereof either to satisfy same or to take steps (and thereafter actively to pursue such steps) to appeal or set aside such judgement; or

15.2.5. be unable, or fail or admit an inability in writing, to pay its debts as and when they fall due; or

15.2.6. make any representation in connection with its financial affairs before during or after this Facility Agreement has been concluded, which proves in any material respect to have been incorrect or untrue when made; or

15.2.7. or commit any act of insolvency; then all amounts owing by the Account Holder to Clayville Wholesale will become immediately due and payable and the Account may be closed immediately.

15.3. In the event of Clayville Wholesaler instructing attorneys to collect from the Account Holder any amounts owing to Clayville Wholesaler, the Account Holder agrees to pay all cost on an attorney and client scale, including collection charges.

15.4. The Account Holder further consents to the jurisdiction of the Magistrate's court in term of Section 45 of the Magistrate's court Act No. 32 of 1944 (as amended) having the jurisdiction under Section 28 of the said Act, notwithstanding that the claim by Clayville Wholesaler exceeds the normal jurisdiction of the Magistrate's court as to amount. Clayville Wholesaler may institute proceeding, notwithstanding foregoing consent in any other of competent jurisdiction, at its own discretion.

## 16. General

16.1. The Account Holder will be liable for all expenses incurred by Clayville Wholesaler in exercising any of its rights in terms of this Facility Agreement, which shall include all Clayville Wholesaler legal charges as between attorney and own client.

16.2. No relaxation or indulgence which Clayville Wholesaler may show to the Account Holder shall in any way prejudice Clayville Wholesaler rights hereunder and, in particular, no acceptance by Clayville Wholesale of payment after due date (whether on one or more occasions) nor any other act or omission by Clayville Wholesaler including, without limitation, the rendering of statements after due date, shall preclude or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date. Unless otherwise stated by Clayville Wholesaler in writing, the receipt by Clayville Wholesaler or its agents of any payment shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt. Clayville Wholesaler shall be entitled in its sole discretion to appropriate any amounts received from the Account Holder towards the payment of any cause, debt or amount whatsoever owed by the Account Holder to Clayville Wholesaler.

16.3. The terms and conditions herein will constitute the entire agreement between Clayville Wholesaler and the Account Holder.

16.4. Any variation of these Terms and Conditions by the Account Holder shall only be effective once reduced to writing and signed by both parties.

16.5. The Account Holder agrees to Clayville Wholesaler obtaining any necessary information to ascertain or confirm the credit record of the Account Holder. Clayville Wholesaler undertakes to only use information obtained for purposes of this Facility Agreement and furthermore undertakes to not share the information obtained with other credit providers.

**The Account Holder acknowledges that they have read and understood the above terms and conditions and therefore signs same voluntarily and without inducement.**



**Applicant:**

**SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_**

.....

**Applicant's Director / Owner Signature (who warrants that he / she is duly authorized thereto)**

**Clayville wholesaler:**

**SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_**

.....

**Clayville wholesaler (who warrants that he / she is duly authorized thereto)**



**CLAYVILLE**  
**WHOLESALE**