

Attention: THE FINANCIAL MANAGER

RE: Application to register as subcontractor

We request your co-operation by the proper completion and signature of the attached application form, in order for us to register you as a subcontractor

Herewith a checklist of the documentation required:

- o Completed and signed Schedules I to IIII
- o A copy of the certificate of registration/incorporation/letter of authority/trust deed, including list of all active members/partners/directors/trustees/owners of the business
- o Copies of identity documents of all members/partners/directors/trustees/owners of the business
- o If the business forms part of a group of companies, an outlay of the group structure
- o Proof of physical address of the business (such as a municipal account or lease agreement)
- o A copy of the VAT registration certificate
- o BBBEE certificate of proof of exemption
- o A certified bank letter confirming the business bank account not older than 3 months
- o A copy of the current active policy schedule including GIT all risks / first loss basis / General / Public Liability / Driver & employee Fidelity cover equal to GIT limit / Debris removal / destruction costs and SASRIA. **Not older than one calendar month.**
- o List of registration numbers covered by GIT policy

Please email the above documentation admin@topcrop.org

We wish to highlight that, notwithstanding receipt by us of the duly signed and completed documents listed above, we have no obligation to appoint you as a subcontractor.

Your cooperation in this regard is appreciated

SCHEDULE I

APPLICATION TO REGISTER AS A SUBCONTRACTOR: CARRIER DETAILS

Registered name : _____

Registration number : _____

Trading name : _____

VAT Number : _____

Physical address : _____

_____ Code: _____

Postal Address : _____

_____ Code: _____

Operational Department Name : _____
Telephone : _____
Email address : _____
Cell phone : _____

Financial Department Name : _____
Telephone : _____
Fax nr : _____
Email address : _____

Banking details Name of account holder : _____
Bank name : _____
Branch name : _____
Account number : _____
Branch code : _____

Admin details Email for pods : _____
Email for queries : _____
Email for claims : _____

Signed: _____

Name: _____

Capacity; _____ Date: _____

FOR OFFICE USE ONLY			
Approved by:	Signature:	Approval Date:	Creditor ID assigned

SCHEDULE II

1. Insurance Confirmation:

Insurer	
Broker	
Load limit (Rand value)	
Insured	
Policy no. (GIT)	
Policy no. (Contingency)	
Broker email	

This serves to confirm that the Insured does have adequate insurance cover for all the risks and liabilities it accepts in terms of the Carrier Agreement it wishes to enter into with Top crop carriers (pty) Ltd, and that such cover includes comprehensive all-risks goods in transit (GIT) cover, on a "first loss" basis, and General / Public Liability cover, and that such insurances are in good standing and premiums paid in full, as further defined hereunder:

GIT all risks, first loss basis:	R
General / Public Liability (min R 10 million):	R
Pollution, accidental spillage, environmental clean-up:	R
Driver / employee Fidelity cover equal to GIT limit:	YES/NO
Debris removal / destruction costs included:	YES/NO
SASRIA included:	YES/NO

SCHEDULE III

RESOLUTION

(*Delete parts not applicable and confirm with signature)

FROM THE MINUTES OF A MEETING HELD BETWEEN THE *DIRECTORS/MEMBERS/PARTNERS/TRUSTEES

OF _____ ("the carrier ")

(Registration Number: _____)

Held at _____ on this day _____ of _____ in the year _____

Present:

Name	Identity Number	Capacity
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

It is hereby resolved that any of

Name	Identity Number	Capacity
1. _____	_____	_____
2. _____	_____	_____

Is authorised on behalf of the Carrier, to, from time to time:

- a) Negotiate and settle on behalf of the carrier the final terms of any agreements and documents with Top Crop Carriers (Pty) LTD:
- b) Execute the aforementioned agreements and all documents contemplated therein and all ancillary documents;
- c) Issue and/or provide all certificates, statements, information, confirmations and acknowledgements pursuant thereto:
- d) Do all things necessary and sign all documents to give effect to the resolutions contained herein, on behalf of the Carrier and to sign and/or despatch all documents and to perform whatever act might be required under the aforesaid agreements and documents to which it is a party:
- e) Sign any agreement, application, suretyship or documents regarding any business whatsoever with or in relation to Top Crop Carriers (Pty) LTD.
- f) Such business shall, without prejudice to the generality thereof, include any application for credit, the purchase and sale of goods, and the provision of security or a surety ship for any third party or associated Carrier for any obligations or liabilities that may exist or may arise from time to time.
- g) In relation to such security or surety ship, the signatories warrant that insofar as may be necessary, the provisions of S.226 of the Companies Act, 1973 (or such corresponding as replaces it) have been complied with.

DECLARATION

We, the undersigned in our capacities as *directors/members/trustees of the Carrier, hereby certify that the above resolution is a true extract from a meeting held by the board of *directors/members/trustees of the Carrier. We also certify that the specimen signature/s hereunder, belonging the person/s authorised by the above resolution of the Carrier, is the true and genuine signature/s of the said individual/s.

Name	Specimen signature
1. _____	_____
2. _____	_____

SIGNATURES OF ALL *DIRECTORS/MEMBERS/PARTNERS/TRUSTEES

Name	Signature
1. _____	_____
2. _____	_____
3. _____	_____

Schedule III

CONFIRMATION, ACKNOWLEDGEMENT, WARRANTY, CONSENT AND AGREEMENT

I, the undersigned, _____

And duly authorised, herein representing _____ ("the Carrier")

(Registration No. _____)

Hereby:

1. Acknowledge that the information provided in this application will be relied upon by Top Crop Carriers (Pty) LTD to determine whether or not to open an account for the Carrier and that each item of such information is a material term of any present or future contractual relationship/s with Top Crop Carriers (Pty) LTD.
2. Confirm that every item of information given is material to the aforesaid purpose and I warrant that all answers are true, correct and complete;
3. Hereby consent thereto that, and authorise Top Crop Carriers (Pty) LTD and its designated agents and representatives to, at all times;
 - a) Perform credit-worthiness checks (bank code, ITC enquiry, trade reference checks, etc.) on the Carrier as and when deemed necessary by Top Crop (Pty) LTD, including contacting, requesting and obtaining information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and operational performance of the Carrier.

- b) Furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and operational performance of the Carrier to any registered credit bureau or to any customer (or potential customer) seeking a reference regarding the Carrier's dealing with the Top Crop Carriers (Pty) LTD.
- c) Contact, request and obtain information from the carrier's insurance brokers/s pertaining to the Goods In Transit and/or commercial heavy vehicle policy/policies of the Carrier. Instruction is hereby given to the Insurance broker/s of the Carrier to furnish any and all such information forthwith on demand by Top Crop Carriers (Pty) LTD.
4. Agree that all contracts, transactions or agreements entered into between the Carrier and Top Crop Carriers (Pty) LTD will be subjects to Top Crop Carriers terms and conditions applicable on the date of such contract, transaction or agreement.
5. Confirm that I am duly authorised to sign this application for an account on behalf of the Carrier.
6. The subcontractor agrees that it may not, in any manner whatsoever, directly or indirectly solicit or accept business from, or render any service to, the Consignor or Top Crop Carriers PTY (Ltd) existing customers or its existing customers affiliates, subsidiary companies or assigns, that are made available to the Sub-Contractor by Top Crop Carriers PTY (Ltd) in terms of these terms and conditions, at any time, without the prior written consent of Top Crop Carriers PTY (Ltd) .
7. In the event of any direct and/or indirect circumvention, the Sub-Contractor is liable to Top Crop Carriers PTY (Ltd) for damages suffered by Top Crop Carriers PTY (Ltd) , its assigns and/or subsidiary companies as a consequence thereof.
8. As per our insurance policy, it is mandatory for all transporters to have the following risks covered
 - a)The subcontractor will be liable for all the loss, damage, liability or expense, in respect of cargo subcontracted.
 - b)The subcontractor will be liable for all the loss, damage, liability or expense up to the value of the cargo and containers where applicable
 - c)The subcontractor must have a valid insurance policy in place with terms and conditions not inferior or more restrictive to that of this agreement.
 - d)The subcontractor's policy limits must be on a First Loss Basis without the application of average
 - e)The subcontractor's policy limit must not be less than the value of the cargo, including containers where applicable
 - f) The subcontractor's policy must include loss, damage liability or expense as a result of driver negligence and or fidelity
 - h)The subcontractor's policy must include cover in respect of containers where applicable and must not have any exclusions pertaining conveyance of high cubed containers
 - i)The subcontractor's policy must include commodities contracted
 - j)The subcontractor's policy must include geographical areas as contracted
 - k)The subcontractor's policy must provide cover in respect of peril not inferior to that contained here within
 - l)The subcontractor's policy must provide SASRIA/ NASRIA cover within the RSA and Namibia and must provide cover against lost, damage, liability or expense following riot and strike outside RSA and Namibia
 - m) Furthermore, if the transporter is also involved in broking activities, it is imperative that they have a contingency insurance policy

Signed at _____ on this day _____ of the month _____ in the year _____

Name

Capacity/Designation

Signature

Witness 1

Witness 2
