

Store Name: \_\_\_\_\_

**CREDIT APPLICATION  
ORIGINAL DOCUMENT TO BE RETURNED**

PLEASE COMPLETE IN BLOCK LETTERS IN BLACK PEN

1. Name of Applicant \_\_\_\_\_  
(Please tick the company type) Private \_\_\_\_\_ Close Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietor \_\_\_\_\_
2. Registration No. \_\_\_\_\_ 3. VAT Registration No. \_\_\_\_\_
4. Trading As \_\_\_\_\_
5. Postal Address of Registered Office \_\_\_\_\_  
\_\_\_\_\_ Postal Code \_\_\_\_\_  
Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Email Address \_\_\_\_\_
6. Physical Address \_\_\_\_\_  
\_\_\_\_\_ Postal Code \_\_\_\_\_
7. Date Established \_\_\_\_\_
8. Names of Directors / Partners / Members / Owners (please supply in full)  
(1) ID No. \_\_\_\_\_  
Residential Address \_\_\_\_\_ Cell No. \_\_\_\_\_  
(2) ID No. \_\_\_\_\_  
Residential Address \_\_\_\_\_ Cell No. \_\_\_\_\_  
(3) ID No. \_\_\_\_\_  
Residential Address \_\_\_\_\_ Cell No. \_\_\_\_\_
9. Premises Owned: YES / NO  
If rented please provide the landlord's details \_\_\_\_\_
10. Name of Auditors \_\_\_\_\_ Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_
11. Name of Bank \_\_\_\_\_ Account Conducted Since \_\_\_\_\_  
Branch \_\_\_\_\_ Account No. \_\_\_\_\_
12. Approximate Monthly Purchases R \_\_\_\_\_
13. Total Credit Facility Required R \_\_\_\_\_ Are Order No's Used? YES / NO
14. Current Trade References (excluding hire purchase or lease)

Name	Telephone	Trading Since	Monthly Purchase	Terms	Contact Person
1.					
2.					
3.					
4.					



**STANDARD TERMS AND CONDITIONS**

I / We the Applicant or its duly authorized agent do hereby apply for credit facilities with POSTNET \_\_\_\_\_ (hereinafter referred to as the "Creditor") and in consideration thereof I / we record that I / we agree to the following conditions to be binding on the Applicant.

**1. TERMS**

Strictly 30 days (thirty) from date of statement.

**2. INTEREST**

All overdue accounts shall bear interest at prime + 5% reckoned monthly in advance on the outstanding balance from due date to date of payment.

**3. OWNERSHIP**

Ownership of goods shall remain the property of the creditor until paid in full.

**4. LEGAL EXPENSES**

In the event of the Applicant failing to pay on or before due date in respect of goods purchased, and the Creditor incurring legal expenses in connection therewith, the Creditor shall be entitled to recover the amount of the legal expenses, including attorney / client expenses and collection commission from the Applicant.

**5. INDULGENCE**

Any relaxation or indulgence which the creditor may show to the Applicant shall not in any way prejudice the Creditor's rights to institute any action against the Applicant and more particularly no act of the Creditor in accepting payment after due date or in accepting a lesser sum than the amount due payable shall be construed as a waiver by the Creditor of its rights to proceed forthwith against the Applicant for the full outstanding balance.

**6. APPROPRIATION OF MONIES**

The Creditor shall be entitled in its sole and absolute discretion to appropriate any amounts received from the Applicant towards the payment of any cause of debt or amount owing by the Applicant to the Creditor whatsoever.

**7. JURISDICTION**

The Applicant consents to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944 as amended, notwithstanding that such proceedings are otherwise beyond its jurisdiction. Notwithstanding the foregoing, the Creditor shall have the right at the Creditor's sole option and discretion to institute proceedings in any other competent court which might otherwise have jurisdiction.

**8. CERTIFICATE**

A certificate signed by any director of the Creditor showing the amount due and owing by the Applicant shall be sufficient proof of the fact therein stated for the purposes of all legal proceedings against the Applicant for the recovery of the said amount and it shall rest with the Applicant to prove that such amount is not owing and / or due.

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_\_\_\_ IN THE PRESENCE OF THE UNDERSIGNED WITNESS

**APPLICANT**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
FULL NAME



**DEED OF SURETYSHIP**

I / We, the undersigned

do hereby interpose and bind myself/ourselves jointly and severally and in solidum as Surety for and co-principal debtor with:

(Hereinafter referred to as the DEBTOR) or to the successor in title assigns of the DEBTOR  
For the payment on demand of all sums of money which the DEBTOR may now or from time to time hereafter owe to:

(Hereinafter referred to as the CREDITOR) or to the successor in title assigns of the CREDITOR, arising from a Credit Facility Agreement, between CREDITOR and DEBTOR, or any cause of indebtedness whatsoever and whether now existent or which may come into existence in the future.

I / We further agree that:

- a. All admissions of any nature and acknowledgements of indebtedness made by the DEBTOR shall be binding on me / us.
- b. The CREDITOR shall be at liberty, without affecting it right hereunder, to realize securities and to give or to compound or make other arrangements with the DEBTOR or with me / us.
- c. In the event of liquidation, insolvency or compromise, no dividend or payment which the CREDITOR may receive from the DEBTOR or from me shall prejudice the right of the CREDITOR to recover from me/us to the full extent of this surety any sum, which after the receipt of such dividends or payment may still be owing.
- d. On the insolvency of the DEBTOR, the CREDITOR shall be entitled notwithstanding any payment received hereunder, to prove against the estate of the DEBTOR for the full amount of the indebtedness as at the date of insolvency.
- e. Any leniency or extension of time that may be granted to me shall not be construed as a waiver of any of the rights of the CREDITOR against me / us.
- f. This suretyship shall remain in force and be binding on me notwithstanding that it may on any ground in whole or part not be binding or cease to be binding to the CREDITOR.
- g. I / We hereby consent to the Magistrate's Court otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, as amended, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to Constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of the Magistrate's Court Act of 1944, as amended. Notwithstanding the foregoing, the CREDITOR shall have the right, at the CREDITOR's sole option and discretion, to institute proceedings in any competent Court which might otherwise have jurisdiction.
- h. The total amount recoverable by the Creditor from me/us under this suretyship shall not exceed:  
The sum of R \_\_\_\_\_ ( \_\_\_\_\_ )  
plus all legal costs, collection charges and like sums that may be incurred by the Creditor in enforcing its rights under this suretyship.

**THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_\_\_\_ IN THE PRESENCE OF THE UNDERSIGNED WITNESS**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
FULL NAME

