

Vans Office Supplies Cape cc
P O Box 36506
Chempet
7442



Shop11 John Montague Centre
Montague Drive
Montague Gardens , CT

Tel : 0215517393
Fax : 0215517394

Name of Sales Representative _____

APPLICATION FOR CREDIT FACILITIES

Legal Entity: Company / Close Corporation / Sole Proprietorship / Partnership / Trust (Circle whichever is applicable)

Name of Applicant: _____

Company registration / Trust No.: _____ Business / Industry Sector : _____ (see list at back)

Trade Name: _____

Postal Address: _____

Physical Address: _____

Delivery Address: _____ Email Address: _____

Telephone: (____) _____ Fax: (____) _____ V.A.T. No: _____

Directors / Members / Partners / Proprietors / Trustees (Delete which is not applicable):

1. _____ I.D. No: _____ Address: _____

2. _____ I.D. No: _____ Address: _____

3. _____ I.D. No: _____ Address: _____

4. _____ I.D. No: _____ Address: _____

Bankers: _____ Branch: _____

Account No: _____ Branch Code: _____

Trade References:

NAME _____ ADDRESS _____ TELEPHONE _____

1. _____

2. _____

3. _____

Terms of payment: _____ Landlord Name : _____ Tel: _____

Initial credit facility required: _____

Date: _____ Signed: _____ Designation: _____

PLEASE NOTE THAT THE CONDITIONS OF CREDIT ON THE INSIDE PAGE MUST BE SIGNED.

CONDITIONS OF CREDIT

WHEREAS Vans Office Supplies Cape cc (hereinafter referred to as "the Creditor") sells stationery and prints to order;

AND WHEREAS _____ (hereinafter referred to as "the Account Holder") has applied to the Creditor for credit facilities; (BLOCK LETTERS - NAME OF YOUR COMPANY)

AND WHEREAS the Creditor has granted the Account Holder a credit facility;

NOW THEREFORE the following undermentioned Conditions of Credit shall apply:

1. The Creditor shall open a credit account in the name of the Account Holder.
2. That the Account Holder shall be liable for payment of all debits raised against the account notwithstanding the fact that such debits may exceed the amount of the "initial credit facilities raised" as stipulated in the Application for Credit Facilities.
3. That any debits raised against the account during any particular month shall be due and payable by the Account holder on or before the 30th day of the month following that in which the debits were raised.
4. That in the event of the Account Holder failing to pay the account on the due date, then in that event:
 - 4.1 The full balance of debits raised against the account and then outstanding by the Account Holder to the Creditor will become immediately due and payable without notice to the Account Holder notwithstanding the fact that the 30(thirty) day period referred to in clause 2 above has not lapsed in respect of any particular debit raised.
 - 4.2 That the Creditor shall have the right to claim interest on any arrear amounts, such interest to be calculated at prime bank interest rate as determined from time to time by FNB CT City Commercial Suite in respect of overdraft facilities. In the event of any change to the aforesaid prime bank interest rate, such change will be effective from the first day of the month following the change.
 - 4.3 The interest referred to in 4.2 above shall be compounded monthly in advance.
5. That the Creditor may withdraw any credit facility at any time in its own discretion without having to furnish reasons therefore.
6. That the Account Holder hereby undertakes to forthwith advise the Creditor of:
 - 6.1 Any change in its address, telephone or telefax number;
 - 6.2 Any change of partner(s) /director(s) / member(s).
7. That in the event of the Creditor having to hand the account over to its attorneys for collection of any outstanding balance then the Account Holder shall be liable for all legal costs incurred by the Creditor on a scale as between attorney and client including such collection commission for which the Creditor may be liable to it's attorneys in respect of the collection of such debt, whether any action has been instituted against the Account Holder or not.
8. That the Account Holder hereby consents to the jurisdiction of the Magistrate's Court in respect of any legal action arising out of this agreement notwithstanding the fact that the amount claimed may exceed the jurisdiction of such court.
9. That the Account Holder shall not be entitled to withhold payment of any amount or apply set-off against any amount due in terms hereof by virtue of any claim the Account Holder may have against the Creditor arising from any cause whatsoever.
10. That the Account Holder hereby chooses domicilium citandi executandi for all purposes arising out of this application at the address stipulated in the Application for Credit Facilities.
11. That if the Account Holder should fail to object to any item appearing on the Creditor's statement of account within 14 (fourteen) days of the date of the dispatch of the statement, the account shall be deemed to be in order and the Applicant shall be deemed to have received delivery of each and every item or service appearing on such statement and shall be stopped from disputing the accuracy thereof for any reason whatsoever.
12. Any condonation of any breach of any of the provisions hereof or any other act or relaxation, indulgence or grace on the part of the Creditor shall in no way operate as or be deemed to be a waiver by the Creditor of any of it's rights in terms of this Agreement or be constructed as a novation thereof.
13. That this Application for Credit Facilities constitutes the entire agreement between the parties and that no amendment or variation of, or addition to the conditions of credit shall be of any force or effect unless reduced to writing and signed by both parties hereto.
14. That the signatory hereto confirms:
 - 14.1 That he has read and fully understands the aforesaid conditions of credit;
 - 14.2 That is duly authorised to enter into this agreement on behalf of the Account Holder.

Dated at _____ this _____ day of _____ 20_____

AS WITNESS:

1. _____

2. _____

SIGNED ON BEHALF OF ACCOUNT HOLDER

SIGNATURE

PRINT NAME IN BLOCKS

ONCE COMPLETED, THE ORIGINAL MAY BE HANDED TO YOUR REPRESENTATIVE OR POSTED. REGRET NO FAX COPIES

DEED OF SURETYSHIP

I _____ with identity number _____

(BLOCK LETTERS – NAME OF PERSON SIGNING)

(hereinafter referred to as “the Surety”) do hereby bind myself jointly and severally to and in favour of (hereinafter referred to as “the Creditor”), its successors in title or assigns, as surety for and co - principal debtor in solidum with _____

BLOCK LETTERS – NAME OF YOUR COMPANY

(hereinafter referred to as “the Principal Debtor”) for the due payment of all amounts owing and the due and punctual fulfillment and performance by the Principal Debtor of all the obligations which the Principal Debtor may now have or have incurred and from time to time have or incur to the Creditor under, by virtue of or arising from the Conditions of Credit in respect of the Credit Facility referred to above.

Without limiting the generality of any of the provisions of this Suretyship or the ambit of the obligations embraced, the liability of the Surety shall cover all claims for interest and arrears and costs which the Creditor may at any time have as a result of calling up of the principal debt.

All judgements against the Principal Debtor flowing from any principal indebtedness covered by this Suretyship and acknowledgments of indebtedness and admissions by the Principal Debtor shall be binding on the Surety.

The Surety hereby renounces all benefits arising from legal exceptions “non numerati pecunia, non causa debiti, errore calculi and benefecia excussionis et divisionis”, with the force and effect of which the Surety hereby declares himself to be fully prejudice to any other Suretyship/s and Security/ies now held or hereafter to be held by the Creditor, and that it shall remain in force as a continuing security notwithstanding and immediate settlement of account and notwithstanding death or legal disability.

Notwithstanding any part payment by or on behalf of the Principal Debtor, the Surety shall have no right to any cession of action in respect of such payment and shall not be entitled to take any action against the Principal Debtor or against any other Surety for the Principal Debtor in respect thereof unless and until the indebtedness of the Principal Debtor to the Creditor shall have been discharged in full.

For the purpose of any action against the Surety hereunder for provisional sentence or otherwise, a certificate by the Creditor, or any Director of the Creditor (whose capacity or appointment need not be proved), or it’s auditor as to the amount owing by the Principal Debtor and that the due date for payment of such amount has arrived, shall sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved.

The Surety chooses domicilium citandi et executandi for all purposes as the above address as set out against it’s name and all notices required to be given by the Surety in terms hereof shall be deemed to have been duly given to the Surety if posted to the said address, or delivered to a responsible person at the said address, as the case may be.

The Surety hereby consents to the jurisdiction of the Magistrate’s Court in respect of any legal action arising out of this Deed of Suretyship notwithstanding the fact that the amount claimed may exceed the jurisdiction of such court.

The Surety acknowledges that all amounts due and payable by the Principal Debtor to the Creditor shall be recoverable from and paid by the Surety notwithstanding that the Principal Debtor may have any claim or counterclaim or whatsoever nature and howsoever arising against the Creditor.

The Surety shall not be entitled to withdraw or cancel Suretyship unless and until all indebtedness, commitments and obligations (including contingent obligations) of the Principal Debtor to the Creditor shall have been fully discharged or extinguished, and then only after the expiry of 14 (fourteen) days after the receipt of notice in writing given by the Surety to the Creditor.

If this Deed has been prepared in form for signature by more than one Surety, then each Surety who signs it acknowledges and records that, notwithstanding the fact that it provides for signature hereof by other Sureties, there is a separate, distinct and independent contract of Suretyship brought in by each Surety who signs it. Accordingly, if for any reason any Surety named herein shall fail to sign this Deed of Suretyship for any reason whatsoever, or if this Suretyship shall for any reason cease to be or is not binding on any one of the Sureties, the obligations of the other/s shall be and continue to be binding and remain of full force and effect in terms hereof.

No consensual cancellation, variation or modification of the terms of this Deed of Suretyship shall be binding on the Creditor unless reduced to writing and signed by or on behalf of the Creditor and the Surety.

The Surety shall be responsible for all costs, charges and expenses of whatsoever nature which may be incurred by the Creditor in enforcing it’s rights in terms hereof including, without limitation, legal costs on the scale as between attorney and client and collection commission irrespective whether any action has been instituted against the Surety or not.

DATED at _____ this _____ day of _____ 20_____

AS WITNESS:

1. _____

2. _____

SIGNATURE OF SURETY

FOR OFFICE USE ONLY

Approved:.....

Date:.....

Sales Category:.....

Bank Reference:.....

Bank Code:.....

Trade Reference:.....

.....

.....

.....

.....

BUSINESS / INDUSTRY SECTORS

- | | | |
|---|--|--|
| 1. Abrasives | 28. Ceramics, Tiles & Sanitaryware | 55. Flooring |
| 2. Accounting Services | 29. Chemical & Products | 56. Food Products, Services & Beverages |
| 3. Adhesives | 30. Chemist & Pharmaceutical Products | 57. Furniture, Appliances & Household Goods |
| 4. Advertising & Public Relations | 31. Civil Engineering & Ass. Services | 58. Gardening, Equipment & Nurseries |
| 5. Agents, Representatives,
Distributors & Wholesalers | 32. Clothing, Headwear, Apparel & Accessories | 59. General Manufacturers |
| 6. Agriculture | 33. Communication | 60. Hardware, Timber & Fencing |
| 7. Air, Stream, & Fluid Control | 34. Compressors / Generators | 61. Hides, Skins, Leather, Footwear, Tanners,
Allied Products |
| 8. Aircondition, Ventilation & Refrigeration | 35. Computer Sales & Services | 62. Hiring Services |
| 9. Architects | | 63. Hose & Fittings |
| 10. Arts, Crafts, Curios & Gifts | 36. Consultants | 64. Hotels, Restaurants, Conference Venues,
Self Catering |
| 11. Attorneys | 37. Consulting Engineers | 65. Industrial Safety & Protective Products |
| 12. Auctioneers & Appraisers | 38. Containers | 66. Information Technology & Systems |
| 13. Audiovisual | 39. Corrosion Protection & Industrial Coatings | 67. Instrumentation |
| 14. Auto accessories, Dealers &
Fitment/ Service Centres | 40. Courier Services | 68. Insurance |
| 15. Automotive components | 41. Curtaining, Materials & Towelling | 69. International Trade |
| 16. Automotive Manufacturers | 42. Development & Service Organisations | 70. Jewellers |
| 17. Awnings & Blinds | 43. Document Storage | |
| 18. Banks & Financial Institutions | 44. Education & Training | |
| 19. Bargaining Councils & Employer Ass. | 45. Electrical Equipment & Services | |
| 20. Batteries | 46. Electronic Equipment & Services | 71. Laboratory & Research Equipment |
| 21. Bolts, Nuts & Fasteners & Bearings | 47. Employment Agencies & Consultants | 72. Logistics, Transport, Hardware &
Distribution |
| 22. Building, Construction & Earthworks | 48. Energy | 73. Machinery, Equipment & Services |
| 23. Building Supplies, Quarrying & Bricks | 49. Engineering & Supplies | 74. Medical Aid & Health Care |
| 24. Business Brokers, Consultants & Services | 50. Estate Agents & Property Management | 75. Medical Equipment & Supplied |
| 25. Cables & Accessories | 51. Exhibition, Event & Conference Organisers | 76. Metal Manufacturers |
| 26. Car Rental & Fleet Finance | 52. Fibre Glass Products | 77. Metals - non - Ferrous, Steel & Iron & Scrap |
| 27. Catering Services & Equipment | 53. Financial Services | 78. Office Automation & Equipment |
| | 54. Fire Equipment & Services | |

79. Oilfields & Mining
80. Paint, Painting & Decorations
81. Patternmakers
82. Plastics
83. Plumbing & Services
84. Printing, Packaging, Paper Products, Office
Suppliers
85. Property Development
86. Publishing
87. Pumps
88. Quantity Surveyors
89. Retailers
90. Sanitation & Hygiene
91. Security & Investigations
92. Shipping, Cleaning & Forwarding Agents
93. Shopping Complexes
94. Sign & Design
95. Sport & Recreation
96. Springs
97. Telecommunication & Equipment
98. Textiles & Allied Products & Services
99. Tools & Diemaking
100. Tourism & Travel
101. Tyre & Rubber Products
102. Urban Planning Consultant
103. Waste Collection
104. Welding
105. Wire Products
106. Wool & Mohair