



(Office use only)

Site Name:	
Site Manager	
Contact details - SPH	
Cell Phone number:	
Office number:	
Email:	
Estimation of work to be done by SPH per month for Client in rand value:	
Duration of project:	

Signed by Site Manager: _____

Date: _____

Head Office: Tel. (021) 527 5200
Postal Address: P O Box 257, Milnerton, 7435
Physical Address: 18 Marconi Road, Montague Gardens 7441

Contact Person: Colleen Poleman Telephone: 021 527 5200 Fax: 021 527 5255 Email: colleen@sphgroup.co.za

CREDIT APPLICATION FORM

Important to Note:

Please ensure that the following requirements need to be adhered to with regard to the completion of this Credit Application. Failure to adhere to these requirements may lead to the unsuccessful assessment of this Application:

1. All applications must be completed in full, using black ink and be legible.
2. Applicants should attach copies of their Company Registration and VAT certificates.
3. Clear certified copies of Directors' and/or Members' Identity Documents must be attached.
4. Deed of Suretyship section to be filled in correctly and in full.
5. Each page of the Credit Application should be initialled.
6. The estimated Credit Limit required to be filled in by applicant.

SECTION 1: DETAILS OF APPLICANT							
Trading Name:							
Postal Address:							
Postal Code:							
Physical Address:							
Telephone: (Business)				Fax: (Business)			
E-mail:							
Mark (x) applicable entity:							
Company	<input type="checkbox"/>	Close Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>
Registered Name:							
Date of Incorporation:					Registration No.		
Vat Number:							
Address of Registered Office:							

Initial 1. _____

Initial 2. _____

Nature of Business:
Date Started:
Name of Auditors:
Contact Person:
Auditor's Telephone Number:

<u>Full Names & Addresses of Directors/Members/Individual (below):</u>			
1. Name:			
Home Address:			
I.D. Number:			
Telephone:			
Have you ever been declared insolvent:	Yes	No	
Date of rehabilitation:			
2. Name:			
Home Address:			
I.D. Number:			
Telephone:			
Have you ever been declared insolvent:	Yes	No	
Date of rehabilitation:			
Date of rehabilitation:			
3. Name:			
Home Address:			
I.D. Number:			
Telephone:			
Have you ever been declared insolvent:	Yes	No	
Date of rehabilitation:			
(Attach extra page if space is insufficient)			

Initial 1. _____

Initial 2. _____

SECTION 2: GENERAL		
Bankers:		
Branch Code:		
Account No.:		
Trade References:		
1.	Company Name:	
	Contact Person	
	Tel. No.	
2.	Company Name:	
	Contact Person	
	Tel. No.	
3.	Company Name:	
	Contact Person	
	Tel. No.	

Estimated Amount of Credit required:	
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I, the undersigned, certify herewith that the information given is complete and correct.
I accept and consent to the "Terms of Trade" (on Pages 4 of 9) and declare that I am empowered to act on behalf of the applicant to conclude this agreement.

AUTHORISED SIGNATURE: _____

NAME IN FULL: _____

I.D. NUMBER: _____

CAPACITY OF AUTHORISED SIGNATURE: _____

1. WITNESS:

2. WITNESS:

Initial 1. _____

Initial 2. _____

TERMS OF TRADE:

1. Settlement of any one calendar month purchases shall be effected strictly within 30 days of date of statement. Interest on overdue accounts will be charged at maximum rate permitted.
2. The applicant consents to the jurisdiction of any Magistrate's Court which has jurisdiction by virtue of Section 28 of the Magistrate's Court No. 32 of 1994 for the determination of any claim which arises out of or in conjunction with this agreement and which would otherwise be beyond the jurisdiction of the Magistrate's Court because of the amount of the claim. The Creditor shall, in his discretion, be entitled to make any legal proceedings in any other court of competent jurisdiction, notwithstanding the foregoing.
3. The Applicant nominates its "registered office address" as reflected on the face thereof as its domicilium citandi et executandi for service upon him of all notices and processes in connection with any claim arising out of or in connection with this Agreement.
4. Credit facilities may be withdrawn by the Creditor at any time with prior notice and, the extent and nature of such facilities shall at all times be in the creditor's sole discretion.
5. A certificate by a Director or the Creditor showing the amount due and owing by the Applicant to the Creditor at any given time shall be sufficient prima facie proof of therein stated for the purposes of all legal proceedings including provisional sentence against the Applicant for the recovery of the said amount.
6. A condition of each sale shall be that products and services are sold "voetstoots" and without any guarantee whatsoever. In addition, the Applicant is precluded from lodging any complaint against or dispute any liability towards the Creditor unless the Applicant does so in writing within 24 (twentyfour) hours from the date of the relevant delivery note. The liability of the Creditor in connection with such a written complaint shall at all times be limited to supply and delivery of the replacement product. The Creditor is hereby expressly indemnified from consequential or special damages which the Applicant may suffer from dealings with the Creditor.
7. Vehicles of any sort, equipment and employees of the Creditor enter the Applicant's premises or building site at the Applicant's sole risk. The Creditor is hereby irrevocable and unconditionally indemnified by the Applicant for possible damages arising from the presence and activities of the Creditor's vehicles, equipment and employees.
8. Ownership of all products and services sold by the Creditor to the Applicant shall remain vested in the Creditor notwithstanding delivery of the said goods to the Applicant and ownership shall only pass to the Applicant when all amounts owing by the Applicant to the Creditor are paid in full.
9. Risk in and to the products and services shall pass to the Applicant on delivery.
10. In the event of the Creditor engaging the services of an attorney to collect from the Applicant any amount which has fallen due by it to the Creditor, then in addition to any other legal charges for which the Applicant may have become legally liable, the Applicant shall pay the attorney/client cost incurred by the Creditor and collection commission at the tariff that the creditor's attorney is obliged to charge the Creditor.
11. Consent to sharing information and retention periods
 - 11.1 For the purpose of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that **SPH Kundalila (Pty) Ltd** has consent to:
 - 11.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.
 - 11.1.2 **SPH Kundalila (Pty) Ltd** may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditor of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement.
 - 11.1.3 If THE APPLICANT fails to meet his/her/its commitments to **SPH Kundalila (Pty) Ltd**, **SPH Kundalila (Pty) Ltd** may record THE APPLICANT'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditor of THE APPLICANT.
 - 11.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used the facility under this agreement for 12 months, THE APPLICANT will be required to re-apply such a facility.
12. Any variation to the terms of this Agreement shall not be valid unless reduced to writing and signed by both the Applicant and the Creditor..

Initial 1. _____

Initial 2. _____

DEED OF SURETYSHIP

I, the undersigned,

(hereinafter referred to as the "Surety and Co-principal Debtor")

(Identity Number)

(Physical Address)

(hereinafter referred to as the "Surety and Co-principal Debtor")

(Identity Number)

(Physical Address)

1. **SURETY SIGNATURE:** _____

2. **SURETY SIGNATURE:** _____

Initial 1. _____

Initial 2. _____

Bind(s) myself/ourselves as surety and co-principal debtor(s) to

SPH KUNDALILA PTY (LTD).

REGISTRATION NUMBER 1997/015857/07

(hereinafter referred to as the "Creditor")

18 Marconi road
Montague Gardens
7441

on the terms and conditions as set out below:

1. **SURETYSHIP UNDERTAKING**

1.1 I/we hereby interpose and bind myself/ourselves to the Creditor jointly and severally as surety in solidium for and co-principal debtors with

(hereinafter referred to as the "Debtor"(Consumer))

(Registration Number/Identity Number)

(Address)

1. **SURETY SIGNATURE:** _____

2. **SURETY SIGNATURE:** _____

Initial 1. _____

Initial 2. _____

for the payment of all amounts which are presently due and payable, or which may in future become due and payable by the Debtor to the Creditor, arising from the purchase of movables (aggregates) by the Debtor from the Creditor as per the agreement between the Creditor and the Debtor of which this suretyship is part and parcel in accordance with the agreement, and for the due performance by the Debtor of any of its obligation(s) arising from the said sale.

1.2 My/our obligation(s) in terms of this Surety ship will remain notwithstanding any intermediate discharge or fluctuation in the amount of the Debtor's liability to the Creditor.

1.3 I/we renounce the following benefits, the meaning and effect of which I/we am fully acquainted with.

Exclusion the effect of renouncing this benefit is that the Creditor will be entitled to proceed against me/us for the full amount owing by the Debtor or for the due performance of any obligation(s) by the Debtor without first proceeding against and excusing the Debtor.

Division - the effect of renouncing this benefit is that **if** there is more than one Surety, the Creditor will be entitled to proceed against one, or some of the Sureties, to the exclusion of others of the Sureties, for the full amount owing or for due and proper performance of any obligation.

2. **PROOF OF DEBTORS LIABILITY**

2.1 Any admission or acknowledgement of indebtedness by the Debtor will be binding on me/us.

2.2 A Certificate signed by the Seller's Auditors as may supersede this position, showing the amount owing by the Debtor to the Creditor at any time, shall be sufficient prima facie evidence of the said indebtedness for the purpose of enabling the Creditor to obtain judgement against me/us.

3. **COST**

The Creditor SPH Kundalila shall be liable for and pay the cost of preparation of this surety and shall also be liable and pay for the stamp duty thereon, if applicable.

4. **DOMICILE**

I/we declare that the aforementioned address(es) shall be my/our domicilium citandi et executandi for all purposes in connection with this surety ship.

5. **JURISDICTION**

I/we consent to the jurisdiction of the Magistrates court as well as the High Court in respect of any claim arising out of this surety ship, and that the Creditor may institute proceedings either in the Magistrate court or the High Court, utilizing the amount of the claim to determine in which court the Creditor has to institute such proceedings.

1. **SURETY SIGNATURE:** _____

2. **SURETY SIGNATURE:** _____

Initial 1. _____

Initial 2. _____

6. **REPRESENTATIONS**

This surety ship is in addition to any other surety or surety ship now or hereinafter held by the Creditor.

7. **INTERPRETATION**

Reference herein to the Creditor includes a reference to any successor-in-title, orders or assigns of the Creditor.

8. **VARIATION/TERMINATION OF SURETYSHIP**

No termination or variation of this surety ship will be of any force and effect unless it is recorded in writing and signed by the Creditor.

SIGNED at _____ on this _____ day of _____ 20 _____

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1. SURETY SIGNATURE: _____

2. SURETY SIGNATURE: _____

AS WITNESSES:

1. _____

2. _____

Initial 1. _____

Initial 2. _____

FOR OFFICE USE ONLY (Evaluate every 6 months)

Bank Report	1.	Code:		2.	Comment:	
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Result of Trade References:

- 1. _____
- 2. _____
- 3. _____

Date Account Opened: _____

Credit Limit: _____

Account No.: _____

Date Approved: _____

Initial 1. _____

Initial 2. _____