



TEL: (031) 569 1390

FAX: (031) 569 1382

EMAIL: sales@lpagencies.co.za

**APPLICATION FOR CREDIT FACILITIES INCORPORATING DEED/S OF SURETYSHIP**

Application for Credit Facilities with L.P. Agencies (Pty) Ltd Reg. No. 2011/003628/07

APPLICANT FULL NAME: \_\_\_\_\_

**DOCUMENTS TO ACCOMPANY CREDIT APPLICATION**

- I. ID DOCUMENT (person signing SURETY must also attach ID document)
  - "IN THE CASE OF AN INDIVIDUAL OWNER / SOLE PROPRIETOR, A COPY OF HIS / HER IDENTITY DOCUMENT.
  - "IN THE CASE OF A PARTNERSHIP, A COPY OF EACH PARTNERS IDENTITY DOCUMENT".
- II. COMPANY REGISTRATION DOCUMENTS (showing the business owners)
  - "IN THE CASE OF A CLOSE CORPORATION, COMPANY OR OTHER LEGAL ENTITY, A CERTIFIED" "COPY OF CK1, CK2, ETC.".
- III. A CANCELLED CHEQUE OF THE BANK ACCOUNT NUMBER REFLECTED IN SECTION 5 OF THE CREDIT APPLICATION.

**IMPORTANT**

CREDIT APPLICATION MUST BE HAND DELIVERED – CAN NOT TO BE EMAILED OR FAXED.  
EVERY PAGE MUST BE INITIALLED AND DOCUMENT SIGNED AT THE RELEVANT PLACES

ANY CORRECTIONS OR ALTERATIONS ARE TO BE INITIALED BY THE SIGNATORIES

L.P. AGENCIES (PTY) LTD IS HEREINAFTER REFERRED TO AS "THE CREDITOR"...

|                               |                            |
|-------------------------------|----------------------------|
| <b><u>OFFICE USE ONLY</u></b> |                            |
| <b>DATE</b> : _____           |                            |
| <b>APPROVED BY:</b> _____     | <b>SALES CODE:</b> _____   |
| <b>ACCOUNT NUMBER:</b> _____  | <b>CREDIT LIMIT:</b> _____ |

\_\_\_\_\_(Initial every page please)



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|                  |  |
|------------------|--|
| <b>SECTION 1</b> | <b>"PARTICULARS OF THE OWNER (HEREINAFTER REFERRED TO AS THE "APPLICANT")"</b> |
|------------------|--|

1.1 FULL NAME AND TRADING NAME OF APPLICANT: \_\_\_\_\_

1.2 REGISTRATION NUMBER OF APPLICANT – WHERE APPLICANT IS AN INDIVIDUAL PLEASE PROVIDE ID NUMBER

\_\_\_\_\_

1.3 LEGAL ENTITY OF APPLICANT:

INDIVIDUAL / SOLE PROPRIETOR \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

COMPANY \_\_\_\_\_ CLOSE CORPORATION \_\_\_\_\_

OTHER (SPECIFY): \_\_\_\_\_

1.4 VAT REGISTRATION NUMBER: \_\_\_\_\_

1.5 DATE COMMENCED TRADING: \_\_\_\_\_

1.6 DELIVERY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.7 REGISTERED ADDRESS (IF NOT SAME AS 1.6): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.8 POSTAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.9 TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ WHATSAPP NUMBER :(\_\_\_\_\_) \_\_\_\_\_

1.10 FAX: (\_\_\_\_\_) \_\_\_\_\_

1.11 CONTACT PERSON: \_\_\_\_\_

1.12 EMAIL ADDRESS: \_\_\_\_\_

1.13 DOES THE APPLICANT CARRY ON BUSINESS FROM PREMISES THAT ARE RENTED? IF SO PLEASE PROVIDE DETAILS OF THE LANDLORD OF THE PREMISES AND THEIR TELEPHONE NUMBER

\_\_\_\_\_

|                  |                             |
|------------------|-----------------------------|
| <b>SECTION 2</b> | <b>CREDIT LIMIT REQUEST</b> |
|------------------|-----------------------------|

Credit Limit Requested R \_\_\_\_\_

*Credit Terms are 30 days nett from statement unless agreed to the contrary by L.P. Agencies (Pty) Ltd in writing*

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**SECTION 3**

**DIRECTORS / MEMBERS (ALL PLEASE)**

3.1 FULL NAME: \_\_\_\_\_

I.D. / PASSPORT NO.: \_\_\_\_\_ TEL: (\_\_\_\_\_) \_\_\_\_\_

PHYSICAL RESIDENTIAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3.2 FULL NAME: \_\_\_\_\_

I.D. / PASSPORT NO.: \_\_\_\_\_ TEL: (\_\_\_\_\_) \_\_\_\_\_

PHYSICAL RESIDENTIAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3.3 FULL NAME: \_\_\_\_\_

I.D. / PASSPORT NO.: \_\_\_\_\_ TEL: (\_\_\_\_\_) \_\_\_\_\_

PHYSICAL RESIDENTIAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3.4 FULL NAME: \_\_\_\_\_

I.D. / PASSPORT NO.: \_\_\_\_\_ TEL: (\_\_\_\_\_) \_\_\_\_\_

PHYSICAL RESIDENTIAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_(Initial every page please)



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| SECTION 4       | TRADE REFERENCES (NOT LESS THAN THREE PLEASE)       |
|-----------------|---|
| 4.1 NAME: _____ | CONTACT PERSON: _____<br>TELEPHONE: ( _____ ) _____ |
| 4.2 NAME: _____ | CONTACT PERSON: _____<br>TELEPHONE: ( _____ ) _____ |
| 4.3 NAME: _____ | CONTACT PERSON: _____<br>TELEPHONE: ( _____ ) _____ |
| 4.4 NAME: _____ | CONTACT PERSON: _____<br>TELEPHONE: ( _____ ) _____ |

| SECTION 5           | BANKING DETAILS       |
|---------------------|-----------------------|
| NAME OF BANK: _____ | ACCOUNT NUMBER: _____ |
| BRANCH CODE : _____ | NAME OF HOLDER: _____ |
| DATE OPENED: _____  |                       |

\_\_\_\_\_(Initial every page please)



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By signing this Application, the Applicant hereby irrevocably accepts the following terms and conditions in carrying on business with LP Agencies Pty Ltd ("hereinafter referred to as "the creditor"):

#### 1 DELIVERY

- 1.1 Signature by the Applicant or by any representative of the Applicant of the creditors 's delivery note / invoice, shall be regarded as acceptance by the Applicant that the goods were received in full, in good order and condition, and in accordance with the order placed, and /or the creditor's quotation as the case may be.
- 1.2 Time is not the essence of the sale.
- 1.3 The creditor shall be entitled to suspend any delivery while the applicant is in breach of any of the terms of any other contract between it and the applicant.
- 1.4 Unless otherwise stipulated, the applicant shall take delivery of the goods at the creditor's premises.

#### 2 OWNERSHIP AND RISK

- 2.1 The risk in and to the goods sold hereunder shall pass to the Applicant when the goods leave the Creditor's premises, notwithstanding the reservation of ownership therein.
- 2.2 The ownership of any goods delivered by the Creditor to the Applicant shall not pass to the Applicant until payment of the full purchase price has been made to the Creditor.
- 2.3 The Applicant acknowledges that the creditor is not the manufacturer of the goods. The Applicant accordingly indemnifies and holds the creditor harmless against any claim that may be brought against the creditor in consequence of such goods being defective and causing any damage whatsoever, whether through accident or negligence, gross negligence or any other cause whatsoever.

#### 3 RETURNS

- 3.1 The creditor shall not accept any returned goods after 4 days from invoice date.
- 3.2 The Applicant acknowledges that the creditor may in its sole and absolute discretion impose a 10% handling charge on the value of any returned goods, which amount shall become due and payable by the Applicant to the creditor forthwith. .
- 3.3 Goods should be returned directly to Creditor's place of business where the goods were ordered.

#### 4 PAYMENT

- 4.1 The creditor shall not grant credit facilities to Closed Corporations, Companies or Trusts where no suitable deed of suretyship is furnished. .
- 4.2 Accounts must be paid within 30 days from statement date.
- 4.3 Overdue accounts (even 1 day overdue) will be put on hold.
- 4.4 Overdue accounts must be settled within 48 hours of written notice (fax or email) calling upon the applicant to make payment of the amounts due failing which the creditor shall be entitled to:
  - 4.4.1 Institute legal proceedings against the Applicant for the recovery of all amounts due and payable; and or
  - 4.4.2 Applicant to be enlisted with ITC Credit Bureau and other credit bureau's as a defaulter (This will be done for both the business and person who signed surety).
- 4.5 Cheques are not acceptable as a form of payment;
- 4.6 Cheques will not be accepted.
- 4.7 The creditor does not accept any form of bleached or stained bank notes as per bank regulations.
- 4.8 In the event of the Applicant defaulting in payment of any amount that has become due and owing, then The full balance outstanding (whether due or not) shall immediately become due and payable without notice to the Applicant to that effect.
- 4.9 All overdue amounts shall bear interest at the maximum permissible rate of interest as determined by the Prescribed Rate of Interest Act as amended ,presently 15.5% per annum (or any other relevant law), from time to time, such interest to be reckoned monthly in advance from due date to payment.
- 4.10 It will be the Applicant's responsibility to ensure that payment is received on or before the due date into the creditors banking account  
Standard Bank, Durban North  
Acc No.05 13 86 534  
B/Code: 042826

\_\_\_\_\_(Initial every page please)

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## 5 DISPUTES

- 5.1 The Applicant hereby consents to the jurisdiction of the Magistrate's Court in any dispute arising out of this agreement, but the Creditor may proceed in any division of the High Court of South Africa or the courts of the country of the domicile of the Applicant.
- 5.2 In the event of legal action being taken against the Applicant, the latter will be liable for all costs incurred on the scale as between attorney and client, including such collection commission, disbursements and all tracing agents' fees.

## 6 GENERAL

- 6.1 The Creditor shall, at any time in its sole discretion, be entitled to cede all or any of its rights in terms of this application and deed of suretyship to any third party without prior consent of the Applicant.
- 6.2 The Applicant acknowledges that in the event of it being a sole proprietorship, partnership, a company or close corporation and converting from a sole proprietorship, partnership, or company to a close corporation or from a proprietorship, partnership, or a close corporation to a company at any time hereafter, as the case may be, any surety/signatory in terms of this application for credit shall nevertheless still remain bound as surety.
- 6.3 The Applicant undertakes to notify the creditor in writing within seven days of any change of ownership of the Applicant's business, or should the Applicant be a company/CC of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by the Applicant. In addition to the foregoing, the Applicant acknowledges that immediately upon any change of ownership in the Applicant any outstanding amount whether due or not shall be deemed to be forthwith payable by the Applicant to the creditor.
- 6.4 The Applicant acknowledges that, should credit facilities be granted by the creditor, that the creditor shall have the right to revise the terms and limits granted to the Applicant at any time without prior notice to the applicant.
- 6.5 The terms and conditions contained in any written quotation provided by the creditor to the Applicant shall be read as if incorporated herein, notwithstanding that the Applicant may not have signed the quotation.
- 6.6 The creditor does not make any representations, nor unless expressly given in writing, give any warranty or guarantee of any nature whatever in respect of the goods or their suitability for any purpose whether that purpose is notified to the creditor or not.
- 6.7 No salesperson is in any event authorized to provide any warranty or guarantee regarding the product on behalf of the creditor.
- 6.8 Where the Applicant makes an order on behalf of a third party and the third party for any reason refuses to accept delivery for any reason, then and in such event the applicant shall not be entitled to withhold any payment that may be due in respect thereof.

## Declaration

I / WE agree:

- to the terms and conditions set out herein;
- That the creditor may make any enquiries that it deems necessary in connection with this application and may obtain from and disclose to any credit bureau or any other person with whom the Applicant has had financial dealings, any information about the Applicant's credit profile and payment history;
- That the decision to grant credit facilities to the customer is entirely at the discretion of the creditor;
- That the creditor may withdraw credit facilities granted to the Applicant in terms of this application, at any time and without prior notification to the applicant;
- That the Applicant will continue to be bound by the terms of this application and the conditions even if creditor allows the applicant to exceed the maximum credit applied for in terms of this application for credit facilities;
- That the physical address set out in Section 1 of the credit application form
- Shall be the *domicilium citandi et executandi* of the applicant for the delivery of any notice or legal process in relation to any matter arising out of this application. For the purpose of clause 4.4 hereof the applicant chooses its fax or email address provided for herein as an address where the creditor may give the applicant such notice.
- No variation of these conditions shall be of any force or effect unless it is recorded in writing and signed by the creditors duly authorized representative.
- No representative, agent or salesperson has nay authority to waive or vary any of these conditions or make any representations whatever on behalf of the creditor.
- No indulgence, extension of time, relation or latitude which the creditor shall permit in regard to the applicants obligations shall prejudice the creditor in any manner whatever or be a waiver by the creditor of any of its rights against the applicant.



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I/We ..... and ..... the undersigned in my/our capacity as .....

and ..... do hereby warrant that all the information recorded in this application is true and correct, that I / We sign of my / our own free will and with the full knowledge and understanding of the contents hereof and that I / We are duly authorised in doing so on behalf of the applicant.

SIGNED AT ..... THIS ..... DAY OF ..... 20 .....

.....

(The undersigned 1)

.....

(The undersigned 2)



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## DEED OF SURETYSHIP

### In favour of LP Agencies Pty Ltd

### (hereinafter referred to as “the creditor”)

Where applicant is a close corporation, company, trust or other legal person

I, the undersigned .....  
*(Name of Surety) (“The Surety”)*

.....  
*(ID Number)* ..... *(Contact Number)*

.....  
*(Physical Address)*

bind myself as surety and co-principal debtor with

.....  
*(Applicant) (“the Principal Debtor”)*

for the payment due by the principal debtor of all monies which may now or from time to time hereafter be owing by the principal debtor to the creditor from any cause of action (including damages) arising from any transaction between the principal debtor and the creditor and I hereby expressly renounce the benefits of exclusion, division and error of calculation and waive the legal exceptions exception non numeratia pecuniae, non cause debiti, revision of accounts and errors or calculation or beneficium de duobus vel pluribus reis debendi all of which have been explained to me.

1. No extension of time or indulgence granted by THE CREDITOR to THE PRINCIPAL DEBTOR shall in any way discharge or release me from liability in terms hereof.
2. THE CREDITOR shall be entitled to institute action against me, in the event of any default by THE PRINCIPAL DEBTOR, and to recover all or any amounts which may be due to THE CREDITOR, and I submit myself to the jurisdiction of the Magistrates Court . I shall in such event be liable to pay costs on the attorney and client scale including all other amounts for which the principal debtor may be or become liable to the creditor.
3. I hereby chose the address set out above as my domicilium citandi et executandi for the service of all notices and processes relating to my obligations in terms hereof including the service of all legal proceedings instituted against me by the creditor.

\_\_\_\_\_  
**Signature of surety**

SIGNED AT .....

DATE .....

\_\_\_\_\_  
(Initial every page please)





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## PAIA and POPI

### (Promotion of Access to Information and Protection of Personal Information Acts)

The applicant consents to, and understands that all information provided by them is done so of their free will. The information provided will be kept in line with the regulations of the PAIA and POPI Acts.

No personal information shall be given to a third party without written consent.

A copy of the LP Agencies (Pty) Ltd PAIA and POPI policy manual is available for inspection.

Applicant's name: \_\_\_\_\_

Authorised signatory print name: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_(Initial every page please)