

# Rent-A-Shade

SHADEPORT SALES AND HIRE

Tel: (011) 828-1214 Fax 011 8221539

PROTECT YOUR CAR FROM THE SUN, RAIN, HAIL AND DUST

P O BOX 75610

GARDENVIEW

2047

e-mail: rentashade@wbs.co.za

ACCOUNT NR \_\_\_\_\_

FOR OFFICE USE ONLY

**APPLICATION FOR CREDIT FACILITIES**

Applicant (Name in full) \_\_\_\_\_

Trading Name (If applicable) \_\_\_\_\_ VAT REGISTRATION NO. \_\_\_\_\_

Company/Closed Corporation Registration nr \_\_\_\_\_ (Attach copy of cert.) Date established \_\_\_\_\_

Postal Address \_\_\_\_\_

Postal Code \_\_\_\_\_

Physical address \_\_\_\_\_

Postal Code \_\_\_\_\_

Telephone nrs \_\_\_\_\_ Telefax nr \_\_\_\_\_ Cell nr \_\_\_\_\_

Registered Address \_\_\_\_\_

**State names of the Directors/Members/Partners of the Sole Proprietor (please print)**

Full names and surname	ID number	Residential Address	Marital Status	Property Owned	Home telephone/ Cell number
1.				YES/NO	
2.				YES/NO	
3.				YES/NO	

Auditor's name \_\_\_\_\_ Telephone nr \_\_\_\_\_

Kindly attach a copy of your latest accounts or audited financial statements \_\_\_\_\_

Estimated monthly purchases from ourselves R \_\_\_\_\_ Requested payment terms \_\_\_\_\_

Nature of business \_\_\_\_\_

Details of premises (Rented/owned) \_\_\_\_\_

If not owned by applicants please state details of owner and contact telephone number \_\_\_\_\_

Associated companies (if any) \_\_\_\_\_

**TRADE REFERENCES**

COMPANY NAME	TELEPHONE NR & DIALING CODE	CONTACT PERSON
1.		
2.		
3.		
4.		

Bankers' \_\_\_\_\_ Branch \_\_\_\_\_ Account nr \_\_\_\_\_

Any additional information to support your application (for example copies of orders on hand or tenders) \_\_\_\_\_

**KINDLY ATTACH A CANCELLED COPY OF APPLICANT'S LETTERHEAD. PLEASE COMPLETE THE REVERSE SIDE OF THIS APPLICATION.**

**Signature** .....  
As Surety and co-principal debtor and being duly authorized to sign on behalf Purchaser and who acknowledges that this Agreement/Surety ship/Cession was complete in all respects at the time of signature and that the terms and conditions hereof have been read, understood and agreed to without reservation.

Full names (print) .....  
ID nr ..... Position/Capacity .....  
Place ..... Date .....  
Witnesses (Name & signature)

1 ..... ID nr .....  
.....

THE SELLER ..... Date ..... Place .....

**Signature** .....  
As Surety and co-principal debtor and being duly authorized to sign on behalf of the Purchaser and who acknowledges that this Agreement/Surety ship/Cession was complete in all respects at the time of signature and that the terms and conditions hereof have been read, understood and agreed to without reservation.

Full names (print) .....  
ID nr ..... Position/Capacity .....  
Place ..... Date .....  
Witnesses (Name & signature)

2 ..... ID nr .....  
.....

**TERMS AND CONDITIONS OF SALE INCORPORATING DEED OF SURETYSHIP AND CESSION**

Entered into by and between:

J S INVESTMENTS cc t/a **RENT-A-SHADE** REG NR 89/07603/23 ("**the Seller**") and

Name in full \_\_\_\_\_  
Registration no \_\_\_\_\_  
("the Purchaser")

**COMPANY STAMP**

IT IS AGREED THAT:

1. The party/ies who has/have appended his/her/their signature/s hereto on behalf of the Purchaser:-
- 1.1 hereby interpose and bind himself/herself/themselves/ jointly and severally, the one paying the other to be absolved as surety/ies and co-principal debtor/s in solidum unto and in favour of the Seller (as defined above) for the due and punctual payment and discharge by the Purchaser of all debts and obligations, from whatsoever cause and howsoever arising, which the Purchaser may in the past, or now, or from time to time hereafter owe or be obliged to fulfill to the seller and/or Seller's successors and assigns and shall extend also to the payment of damages whether there be cancellation or not of any relevant agreement; and
- 1.2 agree that this suretyship shall remain of full force and effect until cancelled by the Seller in writing; and
- 1.3 renounce the benefits of the legal exception, excussion and division, cession of action and no value received; and
- 1.4 agree to be bound by all the terms and conditions of this Agreement; and
- 1.5 hereby cede/s, assigns, transfers and makes over unto and in favour of the Seller his/her/their claims and/or entire loan account against the Purchaser until all amounts owing by the Purchaser to the Seller have been paid in full.
2. The Purchaser hereby irrevocably cedes, pledges, assigns, transfers and makes over unto and in favour of the Seller, all its right, title, interest, claim and demand in and to all claims of whatsoever nature and description and howsoever arising which the Purchaser may in the past, or now, or at any time hereafter have against all and any persons, companies, corporations, partnerships and other legal personae as continuing covering security for the due payment of every sum of money which may in the past, or now, or at any time hereafter be or become owing by the Purchaser to the Seller from whatsoever cause/s arising and for the due performance of every other obligation howsoever arising which the Purchaser may be or become bound to perform in favour of the Seller, it being knowledgeable that this Cession is a cession in securitatum debiti and is not an out and out cession. Should it transpire that the Purchaser entered into prior deed/s of cession, then this Cession shall operate as a cession of all the Purchaser/s reversionary rights.
3. The price reflected on the Seller's invoice/s shall be paid by the Purchaser without any deductions monthly in advance as per the Hire Agreement within 7 (SEVEN) days of the date of invoice unless stipulated otherwise on the Seller's invoice.
4. The Purchaser shall not be entitled to set-off any amounts, which may be claimed by the Purchaser from the Seller, against any amounts owing by the Purchaser to the Seller. The Seller shall, however, enjoy such right of set-off.
5. The risk in and to the goods purchased shall pass to the Purchaser on delivery thereof. However, notwithstanding delivery, ownership of the goods shall remain vested in the Seller and shall not pass to the Purchaser until payment of the full purchase price has been made.
- 5.1 A signed delivery note shall constitute prima facie proof that the goods have been delivered to and received by the Purchaser in good condition, whether signed by the Purchaser, an employee, an agent, a representative or nominated transporter of the Purchaser.
- 5.2 The Seller shall not, under any circumstances, be liable for any defects, shortages in delivery or failure of the goods to comply with the Purchaser's specifications unless written notice is received by the Seller within 7 (SEVEN) days of delivery.
6. The Purchaser agrees that the Seller shall not be liable for any consequential loss or claim brought by the Purchaser in consequence of delays in delivery, defective goods and any damage, whether through accident, negligence, recklessness, third party fraud or any other cause.
7. In the event of the Purchaser failing to make payment of any amount on due date or the Purchaser and/or Surety/ies, committing any breach of the terms of this Agreement, all of which are deemed to be material, the Seller at its option and without prejudice to any of its rights in law, shall be entitled to:
  - 7.1 retake possession of the goods sold and delivered to the Purchaser in respect of which ownership has not passed, including worked materials; and/or
  - 7.2 demand that the Purchaser effect payment to the Seller of the agreed purchase price, in respect of all goods delivered, notwithstanding any terms of payment agreed upon.
8. The Seller, Purchaser and Surety/ies consent and agree that any dispute or claim arising out of this Agreement or any other agreement between the parties shall, at the sole election of the Seller, be finally resolved in the Magistrate's Court, notwithstanding the amount, or in the High Court of South Africa.
9. The purchase and surety/ies agree to pay, on demand, all legal costs incurred by the Seller, calculated on the attorney and own client scale.
10. Credit limits and payment terms shall at all times be at the sole discretion of the Seller who may alter or withdraw same at any time.
11. The Purchaser agrees to pay compound interest, from time to time, on all amounts, due and payable, at the maximum permissible rates allowed by the Usury Act.
12. The Purchaser agrees that no amendments or variation hereto shall be binding upon the Seller unless reduced to writing and signed by the Seller. Furthermore, not extension or time or any other relaxation or indulgence granted by the Seller to the Purchaser shall be deemed to be a waiver by the Seller of any of its rights or a novation of any of the terms and conditions of this Agreement.
13. This Agreement shall not constitute a novation of any previous agreement and insofar as the provisions herein may be inconsistent therewith, the provisions of this Agreement shall prevail.
14. The Purchaser and Surety/ies hereto nominate the Purchaser/s physical address as recorded on the reverse side hereof as their domicilium citandi et executandi.
15. In all cases where the Purchaser uses the postal services to effect payment, ownership in and to the cheques posted, vests in the Purchaser until receipt thereof by the Seller.
16. The information on the reverse side hereof is to be read as if incorporated herein.