



THE HOUSE OF LOCKS (PTY) LTD

☎ (011) 608-0301 📠 (011) 608-0309 ✉ Postnet Suite 52, Private Bag X10010, Edenvale 1610

Credit Assessment Application

Please print and complete this credit application then post or deliver it to The House Of Locks. To speed up the process you may fax the completed forms as well, but we cannot finalise the application until we have received the original signed application forms.

Notes on the completion of this form

- Please note all information provided on this form is confidential and that certain of the information will be validated
- There is no obligation to supply all the information as stated on the form, however, it could influence your application

1. Company Details

Registered Name			
Trading Name			
Date Established		Registration Number	
Telephone Number			
Fax Number	(Please attach a copy of the registration form)		
E-mail Address		VAT Number	
Physical Address	Registered Address		
Post Code	Post Code		
Postal Address	Holding Company		
	Subsidiary Companies		
Post Code			

2. Auditor's Details

Auditing Firm Name		Contact Name	
Telephone Number		Fax Number	
Auditor's physical address	Auditor's postal address		
Post Code	Post Code		

Initial: _____

3. Personal information of Owner(s) / Partner(s) / Member(s) / Director(s)

(in order of seniority / shareholding)

3.1

First Names			
Last Name			
Identity Number	(attach a photocopy of page with identity number)		
Residential address	Postal address		
Post Code	Post Code		
Work phone number		Home phone number	
Cell phone number		Alternate phone number	

3.2

First Names			
Last Name			
Identity Number	(attach a photocopy of page with identity number)		
Residential address	Postal address		
Post Code	Post Code		
Work phone number		Home phone number	
Cell phone number		Alternate phone number	

3.3

First Names			
Last Name			
Identity Number	(attach a photocopy of page with identity number)		
Residential address	Postal address		
Post Code	Post Code		
Work phone number		Home phone number	
Cell phone number		Alternate phone number	

Initial: _____

4. Details of company banking account

Name of Bank		Branch	
Account Name		Branch Code	
Account number		Date account opened	
Attach a cancelled cheque			

5. Trade references

Name of company	
Contact Person	
Telephone Number	()

Name of company	
Contact Person	
Telephone Number	()

Name of company	
Contact Person	
Telephone Number	()

6. Business premises leased

Name of Landlord	Period of Lease	
	Address of landlord	
Contact Person		
Telephone Number ()	Code	

7. Credit Limit required

Credit Limit required	R
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Should be calculated at 2 x expected monthly purchases.

Terms and conditions

I/We apply for credit facilities to be granted to me/us by your company in respect of goods to be supplied and/or services to be rendered, upon the following terms and conditions:

1. Notwithstanding the grant of credit facilities to me/us, you shall be entitled at any time, and in your sole discretion to withhold such facilities and require repayment for any account.
2. I/We undertake to pay any account within a period of thirty (30) days reckoned from date of statement on which credit was granted.
3. I/We agree to pay interest on all overdue accounts at the rate of prime plus two (2) percent from date of statement.
4. I/We undertake to pay all legal costs incurred in connection with the recovery of any account due by me/us, including all collection charges as specified by MC van Dyk and Associates from time to time, tracing fees and costs as between attorney and client which may be payable in respect of the collection of such account.
5. I/We agree that the physical trading address given shall be my/our domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatever nature.
6. I/We agree that in the event of a dispute arising from this agreement:
 - 6.1 You will have the option to have the dispute arbitrated by an arbitrator appointed either by agreement or by the President of the Association of Arbitration in accordance with the provisions of the Arbitration Act No. 42 of 1965.
 - 6.2 That in any court action arising from this agreement, I/we agree and consent (in terms of Section 45 of the Magistrates Court Act 32 of 1944 as amended) that you may at your discretion, institute such action in the jurisdiction of the relevant Magistrates Court, notwithstanding that the amount of the claim may exceed such jurisdiction.
I/We further agree that this constitutes a consent in writing to the jurisdiction of the Magistrates Court as contemplated by the Magistrates Court Act No. 32 of 1944 as amended.
7. I/We undertake to notify you within seven (7) days of any change of address.
8. No addition to, variation or cancellation of this agreement shall be of any force or effect unless contained in writing and signed by or on behalf of both parties. In particular, I/we agree that any term or condition which may be contained on any order, written or verbal, and which is at variance with the terms of this agreement, shall be of no force or effect unless incorporated in a document signed by both yourselves and ourselves and which has been prepared specifically for the purpose of varying the terms of these conditions.
9. I/We agree that any equipment sold to us is guaranteed against defective components and manufacturing for a period of six months after delivery and that such guarantee is valid only if I/we have properly operated, maintained and serviced the equipment, I/We agree that your liability shall be strictly limited to the replacement or repair at your option of any equipment and that no liability shall be incurred unless we have notified you in writing within ten (10) days of the defect becoming apparent. I/We hereby indemnify you and hold you harmless against any claim of whatsoever nature and howsoever caused which we might otherwise have had against you but for this exclusion, arising from the sale and/or subsequent use by myself/ourselves or others of the equipment sold, whether the loss be direct, consequential or due to negligence or gross negligence on part of yourselves, your servants or agents.
10. We hereby agree that I/we shall not be entitled to withhold payment of your account for any reason whatsoever, including failure of the equipment.
11. Should the Creditor (The House of Locks) agree to accept the return of any Goods for Credit the Customer shall be liable to pay the Creditor (The House of Locks) a handling charge of not less than 10% on the invoice price of the goods so returned.
12. I/We agree that ownership of the goods will not pass to ourselves until we have paid in full for them.
13. Any discount offered or allowed by you to ourselves is always subject to payment within thirty (30) days of statement, failing which any discount agreed falls away.
14. In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes The House Of Locks (Pty) Limited to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor.
15. All prices are subject to change without prior notice.
16. The delivery dates agreed to are given in good faith and all reasonable effort will be made to comply with them, but they shall be treated as approximate only and shall not be made the essence of the contract.
17. I/We agree that the risk passes to us from the time the goods are signed for, or delivered to our premises. In the case of delivery by any other party, liability for the goods passes to me/us at the time the goods leave the premises of The House Of Locks (Pty) Limited. I/We further acknowledge that unless we notify The House Of Locks (Pty) Limited within 48 (forty-eight) hours of delivery in writing of any defect, that I/we acknowledge that the goods were delivered in good condition.
18. A signed Delivery Note or Invoice shall constitute prima facie proof that the goods have been delivered to and received by the Customer, whether signed by the Customer, an employee, an agent or representative of the Customer.

Conditions applicable to the granting of credit

1. The undersigned does hereby warrant that the above information is true and correct. Further more, that the undersigned is duly authorised to complete and sign this form on behalf of the applicant.
2. The undersigned warrants that the Directors/Partners/Proprietor/Members have never been insolvent or associated with any other business failure, which has not been declared on this application form.
3. It is also agreed that the company may use any means to verify the information contained in this document.
4. It is agreed that the undersigned, being duly authorised to represent the applicant, accepts the terms and conditions of this document as well as those as set out in the document attached entitled "Terms and conditions", as amended from time to time.

This done and signed at _____ on this the _____ day of _____ 20__

Authorised signature	Capacity as
	Print Name
Witness signature	Print name
	Identification number

Initial: _____

Addendum A

Deed of Suretyship

Revenue stamps

The undersigned:

Director / Member / Partner / Proprietor	Identification Numbers

Do hereby bind myself/ourselves jointly and severally unto one in favor of The House Of Locks (Pty) Limited (hereby referred to as the "Credit Grantor") as sureties and co-principle debtor/s in solidum with

(your company name)

(hereinafter referred to as the "Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditor of any amount which now or which may hereafter become owing by the Principal Debtor to the Creditor from any cause of indebtedness howsoever arising and for the fulfillment of the Principal Debtors obligations to the Creditor.

For the purpose of any action against me/us, a certificate by a Director or Manager of the Creditor (whose appointment qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due date for the period of payment of the same has arrived, shall be prima facie proof both of the existence of the debt as well as the amount owing.

I/We hereby consent in terms of Section 45 of the Magistrate's Court Act of 1944 to the Creditor taking any legal action for the recovery of monies claimable hereunder that the Magistrates Court in any district having jurisdiction in respect of my/our person by virtue of Section 28 of the aforesaid act may be deemed suitable. Notwithstanding the foregoing the creditor shall be entitled in its own discretion to take any such legal action in any court of competent jurisdiction and in either event the Creditor shall be entitled to claim costs between attorney and own client.

I/We select <i>Domicilium citandi et Executandi</i> as
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At which address all monies and communication may be addressed to me/us and I/we agree that all notices addressed to me/us at the said address and dispatched by prepaid registered post shall be deemed to have reached me/us on the second day after the date of posting.

The liability of one of us mentioned above is not dependent upon the signature of the other of us. I/We shall not prove a claim against the estate of the Principal Debtor on completion with the Creditor/s. No extension of time, indulgence or waiver afforded by the Creditor/s to the Principal Debtor, nor any other arrangement between them shall be prejudice or have affected to Creditor/s right against me/us.

This done and signed at

Authorised signature	Print Name
	Identification number
Witness signature	Print name
	Identification number
Witness signature	Print name
	Identification number

Authorised signature	Print Name
	Identification number
Witness signature	Print name
	Identification number
Witness signature	Print name
	Identification number

Initial: _____