

# UniCopy & STATIONERS

Head Office: 122 Che Guevara Road,  
Glenwood, Durban, 4001

Postal Address: P.O. Box 181127,  
Dalbridge, 4014

Tel: (031) 201 8415 | Fax: (031) 201 8672  
[www.unicopy.co.za](http://www.unicopy.co.za)

CK No.: 1996/054650/23  
VAT No.: 4930165362

## APPLICATION FOR CREDIT FACILITY

*CONTRACT BETWEEN UNICOPY & STATIONERS CC AND*

---

*(the customer)*

*Sales Person:* \_\_\_\_\_

All pages to be initialised

Revision No: 00  
Date: 01.06.2018

PRIVATE AND CONFIDENTIAL

CHECK LIST OF DOCUMENTS REQUIRED:

- 1) Certified Company Registration documents (CM / CK)
- 2) Certified Identity Documents of all directors
- 3) Copy of Vat Registration (VAT 101)
- 4) Certified copy of proof of residence **(NOT OLDER THAN 3 MONTHS)**

PLEASE COMPLETE ALL DETAILS IN FULL  
 (INCOMPLETE DETAILS AND ALTERATIONS WILL RENDER THIS APPLICATION  
 NULL AND VOID AND WILL DELAY THE PROCESSING THEREOF)

CREDIT APPLICATION

Is applicant a (tick whichever is appropriate)

Company		Close Corporation		Partnership		Other	
---------	--	-------------------	--	-------------	--	-------	--

Full Registered Name: \_\_\_\_\_ ("the Debtor")

Trading Name: \_\_\_\_\_

Registration No.: \_\_\_\_\_ Date Registered: \_\_\_\_\_

Physical Address: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Cell No.: \_\_\_\_\_

E-mail Address sales: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Tax Clearance Certificate No.: \_\_\_\_\_ VAT No.: \_\_\_\_\_

Details of Directors / Members / Partners / Owners: \_\_\_\_\_

Full Names	Full Residential Address <i>(Proof not older than 3 months)</i>	Identity Number

**WEBSITE VERSION**

--	--	--

Bankers: \_\_\_\_\_ Branch: \_\_\_\_\_ Account No.: \_\_\_\_\_

Full Name of Bookkeeper / Accountant / Auditors: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Contact person: \_\_\_\_\_

Trade References: (three references must be supplied)

1. Company: \_\_\_\_\_ Contact person: \_\_\_\_\_ Tel No.: \_\_\_\_\_

2. Company: \_\_\_\_\_ Contact person: \_\_\_\_\_ Tel No.: \_\_\_\_\_

3. Company: \_\_\_\_\_ Contact person: \_\_\_\_\_ Tel No.: \_\_\_\_\_

Maximum credit required: \_\_\_\_\_

Contact person dealing with accounts: \_\_\_\_\_ Tel No.: \_\_\_\_\_

Email address of contact person: \_\_\_\_\_

**I, the undersigned \_\_\_\_\_ in my capacity as \_\_\_\_\_ of the Debtor do hereby warrant that I am duly authorised to make this application on behalf of the Debtor. I further record and acknowledge that I have read and understood the terms and conditions set out in this document and agree to be bound by all the terms and conditions.**

DATED AT \_\_\_\_\_ DURBAN \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_.

SIGNATURE: \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS**

1. Unless specifically agreed otherwise in writing the Debtor acknowledges that credit facilities granted are payable strictly within thirty (30) days from date of statement, which date shall be deemed to be the last day of every month.
2. Credit facilities may be withdrawn by UNI-COPY at any time without prior notice and UNI-COPY reserves the right to review the extent, nature and duration of such facilities at all times.
3. In the event that the Debtor fails to make payment of any amount due to UNI-COPY on the due date then all amounts, which are not yet due and payable by the Debtor to UNI-COPY shall immediately become due and payable.
4. Any overdue amounts owing by the Debtor in terms hereof shall bear interest at the maximum rate applicable in terms of the National Credit Act for incidental credit agreements (currently 2% per month). Interest in terms hereof shall be calculated monthly in advance from the first day of the debt being overdue and thereafter on the first day of each and every month on the balance outstanding from time to time and debited monthly in arrears on the last day of the previous month.

## WEBSITE VERSION

5. A certificate by a member of UNI-COPY whose appointment need not be proved, showing the amount due, owing and payable by the Debtor to UNI-COPY at any given time, shall be sufficient prima facie proof of the facts therein stated for the purposes of all legal proceedings against the Debtor for recovery of the said amount.
6. Ownership of the goods sold and delivered to the Debtor on account shall pass to the Debtor only when all amounts due by the Debtor to UNI-COPY have been paid, notwithstanding delivery of the said goods to the Debtor.
7. The Debtor waives all right to claim prescription under the relevant provisions of the Prescription Act 68 of 1969 as amended.
8. Should UNI-COPY agree to accept the return of any goods for credit, the Debtor shall be liable to pay UNI-COPY a Handling Charge of not less than 10% (ten percent) of the invoiced price of the goods so returned.
9. Should UNI-COPY instruct attorneys to collect from the Debtor any amount owing to it, the Debtor agrees to pay all costs on the attorney and client scale, including collection charges.
10. The Debtor further consents to the jurisdiction of the Magistrates' Court in terms of Section 45 of Act No. 32 of 1944 as amended as having jurisdiction under Section 28 of the said Act notwithstanding that the claim by UNI-COPY exceeds the normal jurisdiction of the Magistrates' Court as to the amount. UNI-COPY may institute proceedings, notwithstanding the foregoing consent, in any other Court of competent jurisdiction, at its own discretion.
11. The Debtor nominates as its *domicilium citandi et executandi* the physical business address as reflected on the face hereof for service upon it of all notices and processes in connection with any claim for any sum due to UNI-COPY arising out of credit granted by UNI-COPY to the Debtor.
12. No relaxation or indulgence granted to the Debtor by UNI-COPY shall be deemed to be a waiver of any of its rights in terms hereof and such relaxation or indulgence shall not be deemed to be a novation of any of the terms and conditions set out herein or create any estoppels against UNI-COPY.
13. No goods delivered to the Debtor by UNI-COPY shall form part of or be attached in terms of any landlord's tacit hypothec or be attached by any creditor for debts owing by the debtor until and unless paid for in full. The Debtor hereby unconditionally indemnifies UNI-COPY for damages suffered by any third party as a result of UNI-COPY repossessing goods not yet paid for wherever they may be found. Any goods so recovered shall be deemed to be "used goods" and UNI-COPY reserves the right to claim the difference alternatively damages. The Debtor undertakes to notify the landlord immediately when goods are delivered onto any leased premises by UNI-COPY, not yet paid for and such goods remain the property of UNI-COPY.
14. As continuing covering security for all the Debtor's present and future obligations to the Creditor pursuant hereto, the Debtor does irrevocably pledge, cede, transfer and make over to the Creditor all and any claims of whatsoever nature and description and however arising, which are now or may hereafter become due to the Debtor from any cause of indebtedness whatsoever and due by any person or persona whomsoever without exception.
15. **Failure to submit the required attachments will result in delaying the approval process.**

## DEED OF SURETYSHIP

I/We, the undersigned, \_\_\_\_\_ and \_\_\_\_\_ ("the Surety(ies)  
bind myself / ourselves as surety(ies) to UNI-COPY & STATIONERS ("the Creditor") on the terms and conditions set out below.

1. Suretyship Undertaking
  - 1.1 I/We bind myself/ourselves to the Creditor, jointly and severally, as Co-Surety(ies) for and Co-Principal Debtor(s) with \_\_\_\_\_ ("the Debtor") for the due payment of all amounts which may at any time be due, owing and payable by the Debtor to UNI-COPY in terms of the Credit Agreement entered into between the parties.
  - 1.2 This Deed of Suretyship will be additional and without prejudice to any other Suretyship or security now or in the future held by the Creditor in relationship to the indebtedness of the Debtor.
2. Payment
  - 2.1 Any payment in terms of this Suretyship shall be made free of deduction or set-off to the Creditor at 122 Che Guevara Road, Glenwood, Durban.
  - 2.2 The Creditor may apply monies received from me / us in any manner it deems fit to reduce the Debtor's liability.
3. Creditor's Right of Recovery
  - 3.1 The Creditor may, without prejudice to its rights under this Deed of Suretyship:
    - 3.1.1 agree to any variation of the Agreement;
    - 3.1.2 make any compromise with the Debtor or grant to it any extension of time, relaxation or indulgence;
    - 3.1.3 release any other surety or security given in respect of the Debtor's indebtedness;
    - 3.1.4 institute legal proceedings against the Debtor without prior notice to me / us of the Debtor's default or its (the

4

**All pages to be initialled**

**Revision No: 00  
Date: 01.06.2018**

**WEBSITE VERSION**

- Creditor's) intention to proceed;
- 3.1.5 on the insolvency of the Debtor, prove a claim against the insolvent estate and accept any offer of compromise.
- 3.2 I / We declare myself / ourselves to be fully acquainted with and renounce the benefits of division, excussion and cession of action.
- 4. Proof of Debtor's Liability
  - 4.1 Any admission or acknowledgment of indebtedness by the Debtor will be binding on me/us.
  - 4.2 A certificate signed by any member (whose authority need not be proved) of the Creditor showing the amount of my/our indebtedness to it at the date of that certificate, will be:
    - 4.2.1 *prima facie* evidence of the amount of that indebtedness; and
    - 4.2.2 binding on me/us in any proceedings instituted against me/us by the Creditor for judgement or provisional sentence.
- 5. No Variation / Termination Except in Writing  
No termination or variation of this Suretyship will be of any force and effect unless it is recorded in writing and signed by the Creditor.

**I/We have read and understood the Deed of Suretyship and accept the terms contained therein.**

DATED AT \_\_\_\_\_ DURBAN \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE  
(as surety and co-principle debtor in solidium with the debtor)

\_\_\_\_\_  
IDENTITY NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE  
(as surety and co-principle debtor in solidium with the debtor)

\_\_\_\_\_  
IDENTITY NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE  
(as surety and co-principle debtor in solidium with the debtor)

\_\_\_\_\_  
IDENTITY NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE  
(as surety and co-principle debtor in solidium with the debtor)

\_\_\_\_\_  
IDENTITY NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE  
(as surety and co-principle debtor in solidium with the debtor)

\_\_\_\_\_  
IDENTITY NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE  
(as surety and co-principle debtor in solidium with the debtor)

\_\_\_\_\_  
IDENTITY NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE  
(as surety and co-principle debtor in solidium with the debtor)

\_\_\_\_\_  
IDENTITY NUMBER

\_\_\_\_\_  
DATE

**All pages to be initialled**

**Revision No: 00  
Date: 01.06.2018**

**WEBSITE VERSION**

\_\_\_\_\_  
SIGNATURE  
(as surety and co-principle debtor in solidium with the debtor)

\_\_\_\_\_  
IDENTITY NUMBER

\_\_\_\_\_  
DATE

**All pages to be initialled**