

Ink Pot Stationery/Skryfbehoeftes

*Jacqueline Mall 2nd Avenue Shopping Centre
Randhart Verwoerdpark,
Alberton Alberton
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Email: amandainkpot@gmail.com
VAT No. 4580211847*



Credit Assessment Application

Notes on 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

- MC van Dyk & Associates

1 Registered Name

<u>Registered Name</u>	<u>Trading Name</u>	<u>Registration Number</u>
<u>Date established</u>		(Please attach a copy of the registration form)
<u>Telephone Number</u>		
<u>Fax Number</u>		
<u>Physical Address</u>	<u>Postal Address</u>	
<u>Code</u>	<u>Code</u>	
<u>Holding Company</u>	<u>VAT Number</u>	
	(Please attach a copy of VAT Registration form)	
<u>Subsidiary Companies</u>	<u>Contact details of person responsible for the payment of accounts:</u>	
	<u>Email address of person responsible for accounts:</u>	

2 Auditors detail

<u>Auditors name</u>	<u>Telephone number</u>	<u>Fax number</u>
<u>Auditors physical address</u>		<u>Auditors postal address</u>
<u>Code</u>		<u>Code</u>

Please include the following documents:

- Copy of identity document Owner / Partner / Director
- Bank letter (preferred) or cancelled cheque for bank account verification
- VAT Certificate
- Company Registration certificate

3 Personal information of Owner /Partner / Member / Director

<u>First Name</u>	<u>Identity Number</u> (Please attach copy of ID document)
<u>Surname</u>	
<u>Residential Address</u>	<u>Postal Address</u>
<u>Code</u>	<u>Code</u>
<u>Work phone number</u> ()	<u>Home phone number</u> ()
<u>Cellular phone number</u> ()	<u>Alternative phone number</u> ()

<u>First Name</u>	<u>Identity Number</u> (Please attach copy of ID document)
<u>Surname</u>	
<u>Residential Address</u>	<u>Postal Address</u>
<u>Code</u>	<u>Code</u>
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<u>Work phone number</u> ()	<u>Home phone number</u> ()
<u>Cellular phone number</u> ()	<u>Alternative phone number</u> ()

4 Details of company Banking account

<u>Name of Bank</u>	<u>Branch</u>
<u>Account name</u>	<u>Bank code</u>
<u>Bank account number</u>	<u>Date account opened</u>
Attach a bank letter (preferred) or cancelled cheque	

5 Trade references

<u>Name of Company</u>	<u>Number of years trading with this company</u>
<u>Contact person</u>	<u>Average Rand value of business conducted</u>
<u>Telephone Number</u> ()	R

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<u>Contact person</u>	<u>Average Rand value of business conducted</u>
<u>Telephone Number</u> ()	R

6 Details of fixed assets / bonds over movable property

<u>Premises</u>	<u>Value</u>
(see point 7 if the business premises are leased)	<u>Outstanding bond</u>

7 Business premises leased

<u>Name of landlord</u>	<u>Period of lease</u>
<u>Contact person</u>	<u>Address of landlord</u>
<u>Telephone number</u> ()	<u>Code</u>

8 Credit limit required

<u>Credit limit required</u>	R
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Addendum B

Deed of Pledge

To:

Of Amanda Berg t/a Ink Pot Stationery

(hereinafter referred to as “Ink Pot Stationery” The undersigned:

<u>Director/Partner/Proprietor/Member</u>	<u>Identification Number</u>
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(Hereinafter referred to as “the Pledgor” hereby pledges to Ink Pot Stationery:

In this document the use of the singular includes the plural and vice versa; wherever applicable or appropriate the use of any one gender includes the other two genders, “Ink Pot Stationery” means Amanda Berg t/a Ink Pot Stationery and any successor in title to you of the pledge of

and corresponding pronouns shall have corresponding meanings.

The pledge herein recorded shall operate as a continuing security in favour of Ink Pot Stationery for such sum or sums of money as the Pledgor may now or hereafter owe or be indebted to Ink Pot Stationery from whatsoever cause arising and (without prejudice to the generality of the afore going) whether such indebtedness be a direct or indirect or contingent liability is due or not and whether any debt or liability is due or not and whether such indebtedness be a direct or indirect or contingent liability is due or not and whether such indebtedness or liability be incurred by the Pledgor individually or jointly with others or by any firm which the Pledgor or any one or more of the Pledgor have or hold may hereafter have or form the release or setting aside of security whether by agreement with the depositors thereof or with any other person or under the provisions of the laws relating or liquidation in force from time to time or suretyships or guarantees given or to be given by the Pledgor to Ink Pot Stationery on behalf of third parties from time to time or guarantees given or to be given by Ink Pot Stationery on the Pledgor’s behalf, or from any other similar or dissimilar causes of indebtedness whatsoever including without prejudice to the generality of the afore going discounts, commission, legal costs on a scale as between an attorney and his own client, stamps, interest as determined by the National Credit Act, i.e., a maximum of two percent per month, collection charges of MC van Dyk and Associates and all other necessary or usual charges and expenses, damages and statutory compensation. The total amount secured by this pledge and accordingly recoverable hereunder from the Pledgor shall be co-extensive with our total liability to Ink Pot Stationery.

The Pledgor warrants to Ink Pot Stationery:

- that the Pledgor is owner of the said pledged goods hereby pledged and ceded;
- that the Pledgor hold the same free of all options, encumbrances, prior cessions and other obligations.

The Pledgor hereby constitutes Amanda Berg t/a Ink Pot Stationery irrevocably and in rem suam, with power of substitution, as the Pledgor’s agent to execute all such documents and do all such other things as may in Ink Pot Stationery’s discretion be necessary to give due and proper effect to the terms hereof, particularly on the Pledgor’s default after due notice to take all steps to levy execution against the said ledged goods and for the realization in terms thereof.

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

<u>Authorised Signature:</u>	<u>Print Name:</u>
	<u>Identification Number:</u>
<u>Witness Signature:</u>	<u>Print Name:</u>
	<u>Identification Number:</u>

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 granting 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 allowed in terms of the National Credit Act from date of statement. I/We also agree that a certificate issued by a director of your company, or MC van Dyk and Associates setting out the applicable rate and amount of interest as also verifying any amounts owing by me/us, shall be good and sufficient proof of the content thereof for all purposes, including any application for judgement or summary judgement in any competent court or in respect of collection charges by our appointed representative.
4. I/We undertake to pay all legal cost 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 (address where notice is to be served) 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 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 hereby agree that I/We shall not be entitled to withhold payment of your account for any reason whatsoever.
10. I/We agree that ownership of the goods will not pass to ourselves until we have paid in full for them.
11. Any discount offered or allowed to you by ourselves is always subject to payment within thirty (30) days of statement, failing which any discount agreed falls away.
12. In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes Amanda Berg t/a Ink Pot Stationery to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor.
13. All prices are subject to change without prior notice.
14. The Customer agrees that Amanda Berg t/a Ink Pot Stationery nor any of its employees will be liable for any negligent or innocent misrepresentations made to the customer nor shall the customer be entitled to resile from any contract on those grounds. It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.
15. All orders and variations are subject these terms and conditions. Only written orders and variations will be accepted by Amanda Berg t/a Ink Pot Stationery. This notwithstanding, Amanda Berg t/a Ink Pot Stationery may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders Amanda Berg t/a Ink Pot Stationery however reserves the right to refuse delivery of any order until placed in possession of a written order form.
16. The customer hereby confirms that the goods and services on the Tax invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance / delivery has already taken place that the services and goods were inspected and that the Customer is satisfied that these confirm in all respects to the quality and quantity ordered and are free from any defects.
17. 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.

PLEASE INITIAL THIS PAGE

Witness:

(Complete and Please sign this page)

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 Director/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____

<u>Authorised Signature</u>	<u>Capacity as</u>
	<u>Print name</u>

<u>Witness Signature</u>	<u>Print name</u>
	<u>Identification number</u>

For office use only

Notes related to the completion of the points allocation form

- For every category where all details are completed, add one point
- Where any information is missing, allocate no points
- Add additional criteria points as given below under "Criteria"

Section	Criteria	Points allocated
1. Registered Name	Company operating more than 2 years (add 4 points)	
2. Auditors details	No extra points	
3. Personal information Owner / Partner / Member / Director	Photocopy of page with identity number (add 10 points)	
4. Details of company banking account	If the account is more than 2 years old (add 30 points)	
5. Trade references	More than 2 years trading with company (add 5 points)	
6. Details of fixed assets / bonds over movable property	Add extra 10 points if Property is owned	
7. Business premises leased	No extra points	

Deed of Suretyship or Deed of Pledge	If completed and signed (add 50 points)	
Company been operating for more than 5 years	Allocate an additional 30 points	
Is this a well-known company?	If in your opinion, yes, then add an additional 5 points	

Total number of points earned	
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Below 50 = High risk
 50 to 100 = Medium risk
 100 to 144 = Low risk

Credit limit agreed to	R
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<u>Authorised by: Signature</u>	<u>Date</u>
<u>Authorised by: Print name</u>	