

# APPLICATION FOR CREDIT BY A COMPANY



Thank you for considering OUHOUT MEUBELS as your furniture store of choice.

Please fill in this form in detail and return it to your nearest store together with:

- 1. A copy of your ID*
- 2. A copy of your VAT registration (if applicable)*
- 3. A copy of your business registration*
- 4. A resolution from your company that gives permission for this application*

## FINANCIAL ANALYSIS

### CALCULATING AFFORDABILITY – INCOME AND EXPENDITURE FORM

Please use this Income and Expenditure Form to tell us about your monthly household income and spending. To enable us to accurately assess your financial affordability, we recommend that you complete this form as accurately as you can.

#### INCOME

Employer: .....

Period employed: .....

Nett Salary R.....

Overtime R.....

Other (excluding child maintenance, government pension & boarding) R.....

#### EXPENDITURE

<b>Household</b>	<b>Monthly Payment</b>	<b>Travel</b>	<b>Monthly Payment</b>
Mortgage Bond / Rent	.....	Car Insurance	.....
Insurance	.....	Petrol	.....
Policies	.....	Rail/Bus/Taxi Fair	.....
Electricity	.....	Vehicle Repayments	.....
School / Cresche Fees	.....	Other (please specify)	.....
Rates & Taxes	.....	.....	.....
Telephone/Cellphones	.....	.....	.....
TV Licences	.....	.....	.....
Credit Cards	.....	.....	.....
DSTV	.....	<b>Housekeeping</b>	<b>Monthly Payment</b>
Domestic Services	.....	Healthcare	.....
Security Services	.....	Food (minimum R500.00 pp)	.....
Donations	.....	Clothing Accounts	.....
Personal Loans	.....	Hair	.....
Water & Electricity	.....	Entertainment	.....

Internet .....	Other (please specify)
Insurance Policies .....	.....
Levies .....	.....
Maintenance .....	.....
Other (please specify)	
.....	
.....	
.....	

I / We confirm that the above information is accurate and a true reflection of my / our household income and expenditure and that it was willingly declared by myself / ourselves.

**Customer Signature(s)**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **OUHOUT MEUBEL VERVAARDIGERS (PTY) LTD**

P O Box 30  
3 Van Der Stel Street, Graafwater  
Fax: 027 422 1439 E-Mail: info@ouhout.co.za  
Tel: 027 422 1340  
VAT No.: 4060258714 Reg.No.: 2017/500903/07

## **CREDIT FACILITY AGREEMENT AND CONTINUING COVERING SURETYSHIP**

Applicant's Name: .....

This Application must be accompanied by the following:

- Copy of I.D. Documents
- Copy of VAT Registration Certificate
- Copy of Company Registration Certificate
- Resolution confirming authority to bind Company

Initial of signatory: ..... Initial of witness: ..... Initial of witness: .....



**CREDIT CHECK**

The Customer hereby consents and agrees that the Company is entitled to:

1. perform a credit search on his credit record at any registered credit bureau;
2. monitor his payment behaviour by researching his record at any registered credit bureau;
3. use and confirm any information and data obtained from any registered credit bureau example employment etc.;
4. record and transmit details (including personal information) in respect of his conduct and performance in respect of his obligations in terms of this Agreement;
5. obtain and disclose any of his information if necessary or may be of benefit to him, or where the Company is legally compelled to do so, or where it is in the public interest to disclose such information, or where the interests of the Seller require the obtaining and / or disclosure of such information.
6. The Customer hereby consents and agrees that the information provided to any registered credit bureau may be used by such bureau in the normal course of its business and accessed by other credit providers and registered credit bureau.
7. The Customer waives any claim against the Company in respect of any disclosure and indemnifies the Company against any loss or liability as a result of the Company acting in terms of any authorization granted in terms hereof.

TRADE REFERENCES	YEARS TRADING	TELEPHONE
a.		
b.		
c.		

Amount of credit required: R .....  
 Terms of credit (repayment of credit to take place within 6 months): .....

**BANKING DETAILS**

Bank: .....  
 Branch: .....  
 Type of account: .....  
 Account no.: .....  
 Date account opened: .....  
 Name in which account is held: .....

**AUDITORS INFORMATION**

Name of Auditors / Accountant: .....  
 Physical address: .....  
 Telephone no.: .....  
 Length of time acting in this capacity: ..... years  
 VAT Registration no.: .....

**Initial of signatory: ..... Initial of witness: ..... Initial of witness: .....**

**FINANCIAL STATEMENTS / PROPERTIES**

- 1. Are you prepared to show us your financial statements? Yes / No. If yes, please attach a copy of the latest set.
  - 2. Have any judgment been recorded against the business / owners / directors / members thereof? Yes / No. If yes, please supply details thereof:  
.....  
.....
  - 3. Does your business own its business property? Yes / No.
  - 4. If your business owns its present business property, please complete the following details:  
Fixed property address: .....  
Bond holder: ..... Acc. No.:.....  
Contact details of bond holder: ..... Value of bond:.....
  - 5. If your business does not own its present business property, please complete the following details:  
  
How long has your company occupied the premises? ..... years.  
Name of Landlord: .....  
Telephone no.: .....
- 

**STANDARD TERMS AND CONDITIONS**

**1. INTERPRETATION**

- (1) **“The Company”** means Ouhout Meubel Vervaardigers, and includes the agents and servants of the Company.
- (2) **“The Customer”** means the party who intends opening a credit facility with the Company and includes all agents and employees of that party.
- (3) **“Agent”** means a person or company that is authorised to act for or in place of a Customer or Company.
- (4) **“Credit Facility Agreement”** includes the terms and conditions contained in this document and payment terms specified in the Company’s confirmation of credit letter.

**2. APPLICATION**

- (1) The Company and the Customer reserves themselves the right to vary or amend the terms and conditions of this agreement at any time, subject to both parties giving each other 7 days notice in writing of its intention to vary or amend, both parties agreeing thereto and any such variations or amendments being reduced to writing and signed by both parties.
- (2) These terms and conditions are the Customer’s agreement with the Company to any credit facility agreement granted by the Company.

**3. CREDIT FACILITIES**

- (1) A Customer who wants to benefit from the Company’s credit facility, must not only complete the prescribed application form in full, but also need to disclose all material information concerning his income, expenditure, assets, liabilities and financial position generally to the Company to prevent a claim of over-indebtedness, as contemplated in the National Credit Act, from being raised against the Company.
- (2) The approval of an application will take into account the Customer’s representation in the application form, and is at the discretion of the Company.

**Initial of signatory: ..... Initial of witness: ..... Initial of witness: .....**

- (3) If the applicant is approved, the Customer will receive a confirmation of credit letter from the Company and Instalment Sale Agreement for signature which will form part of the Agreement.
- (4) The Company shall give the Customer 7 days notice in writing of its intention to amend or vary the terms of a Customer's credit facility or of its intention to withdraw any credit facility.

**4. GENERAL**

- (1) No warranties, representations or guarantees have been made by the Company or on its behalf to induce the Customer to sign this document.
- (2) No relaxation or indulgence which the Company may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract will prejudice or will be deemed to be a waiver of any of the Company's rights in terms of any contract.
- (3) The headings of this document are included for convenience and are not to be taken into account for the purpose of interpreting this agreement.
- (4) Each of the terms herein shall be a separate and divisible term and if any such terms become unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.
- (5) An extension of time or relaxation or indulgence granted by the Company to the Customer will not operate as or be deemed to be a waiver of the Company's rights or a novation of any part of this agreement.
- (6) No amendment of any kind will be binding unless reduced to in writing and signed by duly authorised representatives of the Company and the Customer.

**5. NOTICES AND SERVICE**

The address provided by the Customer on the front of this agreement will be used by the Company for all communications with the Customer, including-

- (a) Service of any court process;
- (b) Notices;
- (c) Payments of any amount and / or
- (d) Communications of any kind.

**6. LEGAL PROCEEDINGS**

- (1) This agreement is governed by the laws of the Republic of South Africa and if a dispute arises out of this agreement, the Company may elect to refer the dispute to the Magistrate's Court or High Court having jurisdiction over the Company, regardless of the amount forming the subject of the dispute or the place of business of the Customer.
- (2) If the Company refers the matter to the Magistrate's Court or the High Court-
  - (a) The Customer will be liable for all legal costs and charges calculated on the Attorney-and-Own Client scale plus collection commission and
  - (b) The certificate issue and signed by an authorised representative of the Company stating the amount owed by the Customer will be sufficient proof of the amount owed.

**7. OWNERSHIP AND RISK**

Until full payment of the purchase price, ownership of goods rests with the Company.

**8. INTEREST**

No interest will be levied on the purchase price, but the Company may levy mora interest at the applicable prescribed rate on due amounts not paid by the Customer before or on due dates.

**Initial of signatory: ..... Initial of witness: ..... Initial of witness: .....**



**9. CONTINUING COVERING SURETYSHIP**

- (1) ..... on behalf of the Customer, do hereby bind themselves as surety and co-principle debtor in solidum, jointly and severally, the one paying the other to be absolved, to the Company for the due performance of any obligation of the Customer of any amounts which may now or at any time be or become owing to the Company by the Customer.
- (2) ..... acknowledge and understand that as surety and co-principle debtor, they waive and announce the benefits to which they may be entitled to arising from the legal exceptions including, but not limited to:
  - (a) Excussion – the right to require the Company to proceed first against the Customer for payment of the debt owing before proceeding against a surety;
  - (b) Cession of action – the right to require the Company to give cession of the action for payment of debts to the surety before any action against the surety may be taken;
  - (c) Division – the right to divide the principal debt whereby the surety is liable for only a portion of the debt.

**IMPORTANT**

I / We the undersigned in my / our capacity as director, member, partner do hereby warrant:

- 1. My authority to bind the Customer to the Terms and Conditions as set overleaf;
- 2. Having read, understood and accepting the Terms and Conditions as set overleaf.
- 3. Having read, understood and accepting the Conditions as set out in this application.
- 4. The information provided by the Customer is true and correct;

Signed at ..... on this ..... day of .....

Customer's:

Full Name: ..... Signature: ..... Capacity: .....

Full Name: ..... Signature: ..... Capacity: .....

Full Name: ..... Signature: ..... Capacity: .....

Witnesses:

Full Name: ..... Signature: ..... Tel. no:.....

Physical Address: .....

Full Name: ..... Signature: ..... Tel. no:.....

Physical Address: .....