



Tony's Truck Centre (Pty) Ltd T/A National Fleet Assist

Reg. No. 2006/039105/07
VAT/BTW Reg. No. 4720244773
24 Porter Street
Worcester
6849
Phone : 023 342 3600

- HEAVY DUTY TOWING
- HEAVY DUTY RECOVERY
- SALVAGING OF LOADS
- AUTO-ELECTRICAL WORKSHOP
- ROADSIDE ASSISTANCE
- NATIONWIDE BREAKDOWN NETWORK
- FLEET MAINTENANCE
- 24 HOUR SERVICE

APPLICATION FOR CREDIT

TONY'S TRUCK CENTRE (PTY) LTD
Reg. No. 2006/039105/07
24 Porter Street
Worcester
6849

Tel: 023 342 3600
Fax: 023 342 8510

PARTICULARS OF CLIENT: LEGAL ENTITY

Full Name of Entity: _____

Registration Name: _____

VAT Number: _____

Business Address: _____

Registered Address: _____

Tel. No: _____ **Fax:** _____ **Email:** _____

Asset value or annual turnover exceeds R1000 000.00? Yes / No

Initials and Surname of Directors / Members(if CC) / Trustees(if trust) / Partners or Sole Owner of Business.

Initials & Surname: _____

Identity Number: _____

Home Address: _____

Tel. Home: _____ **Cell:** _____

Initials & Surname: _____

Identity Number: _____

Home Address: _____

Tel Home: _____ **Cell:** _____

Initials & Surname: _____

Identity Number: _____

Home Address: _____

Tel Home: _____ **Cell:** _____

Name and Address of Auditor: _____

Name of Banker: _____

Address of Banker: _____

Bank Account Number: _____

Branch Code: _____

Business References: 1. _____ Tel: _____

2. _____ Tel: _____

3. _____ Tel: _____

I, the undersigned, hereby confirm that the above mentioned information is true and correct.

I hereby authorize TONY'S TRUCK CENTRE (PTY) LTD T/A NATIONAL FLEET ASSIST to do the necessary credit checks and to reveal any information to the Credit Bureau of the purpose of establishing the Client's Credit Record.

Full Names and Surname

In my capacity as representative of _____

Signature **Date:** _____

Credit Limit Requested: R _____

Agreement Entered Into And Between
TONY'S TRUCK CENTRE (PTY) LTD
And Legal Entity Responsible For Payment Of Account

PARTIES

Tony's Truck Centre (Pty) Ltd
Reg. No. 2006/039105/07
24 Porter Street
PO Box 291
Worcester
6850
Tel: 023 342 3600

Herein represented by:

Full Names & Surname

In my capacity as representative of Tony's Truck Centre (Pty) Ltd

Signature

Herein after referred to as "Tony's Truck Centre"

AND

Name of Entity: _____

Registration Number: _____

of (Physical addresses):

Business Address: _____

Registered Address: _____

Tel:/ Cell: _____

Asset value or annual turnover exceeds R 1000 000.00? Yes / No

Herein represented by:

Full names and surname

In my capacity as _____

Signature

Herein after referred to as "The Client"

AGREEMENT

The Client (Responsible Entity) and Tony's Truck Centre agrees as follows:

1.

The client is responsible for payment of the account for services rendered and goods sold and delivered by Tony's Truck Centre to the client in the amount as indicated on the invoice herein presented by Tony's Truck Centre.

2.

The client undertakes to settle the account of Tony's Truck Centre in full within 30 (thirty) days after statement date. Should the account not be settled in full within 30 (thirty) days after statement date, interest will thereafter be charged on the outstanding amount at a rate of 2% per month until the date that the account is settled in full.

3.

If the account is not settled in full within 30 (thirty) days after statement, Tony's Truck Centre is entitled to institute legal action to recover the outstanding amount. The client in this event undertakes to pay the legal fees of Tony's truck Centre on a scale of attorney-and-client costs, collection commission and VAT, as well as tracing fees.

4.

The client acknowledges that the costs involved for the services rendered and the goods sold and delivered by Tony's Truck Centre to the client was discussed with the client and accepted by the client.

5.

The client hereby acknowledges that all the items, parts and material sold and provided by Tony's Truck Centre to the client will remain the property of Tony's Truck Centre until the client has paid Tony's Truck Centre in full for the services rendered and the goods, parts and items sold and delivered by Tony's Truck Centre to the client.

6.

For all purposes of this agreement the parties hereby indicate their domicilium citandi et executandi their addresses as indicated above.

7.

Guarantees provided on all items or services rendered will lapse if the client does not settle the account of Tony's Truck Centre in full as set out in paragraph 2 (two) above.

8.

The client hereby gives permission that Tony's Truck Centre:

8.1 may make enquires to verify the information provided by the client to Tony's Truck Centre;

8.2 disclose the existence of the client's account to any credit bureau, sharing both positive and negative payment information about such account.

8.3 to process personal information in accordance with POPIA when collecting, recording, storing, disseminating and destroying personal data. (Please also refer to the POPI Policy on our website)

9.

The parties consent to the jurisdiction of the Magistrates Court having jurisdiction by virtue of Section 28 of the Magistrates Court Act for the adjudication of any claim which Tony's Truck Centre may at any time have against the client and which would otherwise fall beyond the jurisdiction of the Magistrates Court due to the amount of the claim.

10.

A certificate issued by the Financial Director of Tony's Truck Centre as to the indebtedness of the client towards Tony's Truck Centre, shall be prima facie proof that such amount is owed to Tony's Truck Centre by the client and Tony's Truck Centre shall be entitled, in terms thereof, to apply for judgement or take any other legal proceedings against the client thereon.

SIGNATURES

**On behalf of Tony's Truck Centre
(Full Names and Surname)**

Signature

Signed and Dated at Worcester on this _____ day of _____ 20_____

**On Behalf of Client
(Full Names and Surname)**

Signature

**Witness
(Full Names and Surname)**

Signature

**Witness
(Full Name and Surname)**

Signature

DEED OF SURETYSHIP

I, the undersigned

Name: _____

Identity Number: _____

Physical Address: _____

Unmarried / Married out of community of property / Married in community of property

Bind myself as surety and co-principal debtor to:

TONY'S TRUCK CENTRE (PTY) LTD
Registration number: 2006/039105/07

(Herein after referred to as "the Creditor")

For and on behalf of:

Name of debtor: _____

Registration Number: _____

Physical Address: _____

(Herein after referred to as "the Debtor")

For the due performance by the debtor of all its obligations to the creditor arising from any cause whatsoever and whether presently due, owing and payable or becoming due, owing and payable in the future.

1. This suretyship is given as a continuing covering suretyship.

2. The creditor is irrevocably authorised to apply any monies received by the creditor from any surety in terms of this suretyship against the indebtedness to creditor of the debtor in such manner as a creditor in its entire discretion may think fit., including the appropriation by the creditor of a payment to any debt due by the debtor which for any reason is not secured hereunder.

3. This suretyship shall remain in force and effect notwithstanding any interim or final settlements of accounts and the subsequent incurring of any new obligations by the debtor and notwithstanding the death or legal disability of the surety.

4. It is agreed that the surety may only be released from this suretyship by written notice from the creditor releasing the debtor.

5. Any obligation of the debtor and / or the amount of the indebtedness of the debtor and of the surety hereunder to the creditor at any time (including interest, the rate of interest and the method of calculation thereof) shall be determined and conclusively proved by a certificate under the signature of any director of the creditor. It shall not be necessary to prove the appointment for signature of the person signing any such certificate.

6. The rights of the creditor under this suretyship shall not be affected or diminished if the creditor at any time obtains any additional or other suretyships, guarantees securities or indemnities from the surety or any other third party whatsoever in connection with the obligations of the debtor and /or the surety.

7. Should the debtor fail to discharge any of its obligations to the creditor or any one of its other creditors, the creditor shall be entitled notwithstanding any contrary arrangement with the debtor, to demand from the surety immediate performance of all the obligations then due by the debtor to the creditor whether or not the due date for the performance of the obligations shall have arrived.

8. The surety warrants that:

8.1 All contracts entered into or to be entered into by the debtor with the creditor were or will be at the time of the conclusion thereof within the scope, authority, power and objects of the debtor.

8.2 All resolutions of and signatures by directors, members or trustees of the debtor were, or in the case of future contracts, will be properly and with due authority passed / or executed and / or made.

8.3 All such contracts are or will be, and will at all times remain valid and legally enforceable.

8.4 The execution of this suretyship is to the benefit of the surety.

8.5 The surety has a material interest in securing the indebtedness covered by this suretyship.

9. The surety hereby indemnifies and holds the creditor harmless against any damage or loss of whatsoever nature, which the creditor may sustain arising out of or in connection with the enforcement, suspension, cancellation or invalidity of any reason of any obligation of the debtor to the creditor.

In terms of Section 45 of the Magistrates' Court Act number 32 of 1944, the surety hereby consents to the jurisdiction of the Magistrates Court otherwise having jurisdiction in respect of any action to be instituted against the surety by the creditor in terms thereof. It shall nevertheless be entirely within the discretion of the creditor as to whether to proceed against the surety in such Magistrates Court or any other court having jurisdiction.

11. If any dispute arises between the debtor and the creditor and the debtor contends that the debt is not due and owing, then the surety:

11.1 will accept the written contention of the creditor that such debt is due and owing;

11.2 hereby waives any defence or contention which the debtor may raise; and

11.3 will pay the amount claimed forthwith.

12. The surety waives and renounces:

12.1 any right to claim an accounting from the creditor;

12.2 any benefits that surety as surety is entitled to in law, without detracting from the generality of the foregoing, including the benefits of:

12.2.1 Excussion

12.2.2 Division

12.2.3 Session of action

12.2.4 De duobus vel pluribus reis debendi.

The surety acknowledges that he knows and understands the meaning and full force and effect of such benefits.

13. If there are two or more sureties the creditor shall be entitled to to sue any surety it elects and no other surety may join in such action without the consent in writing of the creditor.

14 The surety acknowledges and confirms that this suretyship was completed in all respects when the surety signed it.

**THIS DONE AND SIGNED AT _____ ON THIS
_____ DAY OF _____ 20_____ IN THE**

PRESENCE OF THE UNDERSIGNED TWO WITNESSES.

As witnesses:

1. _____

2. _____

Surety