

BANTAM DISTRIBUTORS (PTY) LTD
21 SILVERSTONE CRESCENT
KYALAMI BUSINESS PARK
KYALAMI
1684
TEL: (011) 466 3231
E-MAIL: sales@bantam.co.za
WEBSITE: www.bantam.co.za



APPLICATION FOR INCIDENTAL CREDIT FACILITIES

The Applicant hereby applies for incidental credit facilities with **BANTAM DISTRIBUTORS (PTY) LTD** (hereinafter referred to as "the creditor") and in consideration thereof the applicant binds itself to the terms and conditions as detailed herein below.

Any reference herein to the singular includes the plural and vice versa; any reference to natural persons includes legal persons and vice versa; and any reference to a gender includes the other gender.

Once accepted by Bantam Distributors (Pty) Limited, this application shall give rise to an agreement, the terms and conditions of which shall not be capable of any variation, cancellation, alteration, waiver or suspension unless such variation, cancellation, alteration, waiver or suspension be reduced to writing and signed by both the Applicant and Bantam Distributors (Pty) Limited.

KINDLY NOTE THE FOLLOWING:

1. To enable Bantam to consider and process this application, all questions must be answered, and all requested documents must be attached and submitted simultaneously.
2. The originally signed form is required and can be handed to either the Bantam representative or couriered to the offices of Bantam Distributors. To expedite your application, you can email a copy of completed and signed form, together with the supporting documents to info@bantam.co.za.
3. Bantam Distributors (Pty) Limited values your privacy and is committed to keeping personal information as defined in the Protection of Personal Information Act, Act 4 of 2013 ("POPIA") secure and confidential, using it solely for purposes of processing this application and to carry out our legitimate business in the execution thereof.
4. The application is to be accompanied by a letter on the letterhead of the applicant, confirming all of the following in writing, which letter is to be signed by a duly authorised representative of the applicant:
 - 4.1. The nominated person, identified by full names, surname and identity number, supported with a copy of the identity document of the nominated person, duly authorised to complete and submit this application.
 - 4.2. Consenting in writing that Bantam Distributors (Pty) Limited may process any personal information that the application may detail.
 - 4.3. Express permission and consent that Bantam Distributors (Pty) Limited may communicate with the nominated auditors and trade references as detailed in the application below, and in the understanding that information received from such trade references will be safeguarded and used solely for purposes of this application, confirming that the trade references may provide all necessary and relevant information to consider this

application as requested by Bantam Distributors regarding the applicant's credit terms, deferred payment terms, payment history et cetera.

5. Depending on the applicant, the following FICA documents must accompany the completed application:

5.1. Company

- 5.1.1. Certificate of Incorporation (CoR 15.1 (A)(B) or (C)) (was CM1).
- 5.1.2. Confirmation of Company's Income Tax number and/or VAT-registration number (Tax clearance certificate).
- 5.1.3. Confirmation of registered - and postal address of company (CoR 21) (was CM22).
- 5.1.4. Confirmation of banking details by financial institution at which the account is held.
- 5.1.5. Identity documents or front and back of identity cards or passports of all directors.

5.2. Close Corporation

- 5.2.1. CK1 and/or CK2 documents of CC.
- 5.2.2. Confirmation of Income Tax number and VAT-registration number of CC (Tax clearance Certificate).
- 5.2.3. Confirmation of residential – and postal address of CC and all members (not older than 3 months).
- 5.2.4. Confirmation of banking details by financial institution at which the account is held.
- 5.2.5. Identity documents or front and back of identity cards or passports of all members.

5.3. Partnership

- 5.3.1. Identity documents, or front and back of identity cards of all partners.
- 5.3.2. Confirmation of all partners' income tax numbers and/or VAT-registration numbers (SARS document).
- 5.3.3. Confirmation of residential- and/or postal address of all partners (not older than 3 months).
- 5.3.4. Confirmation of banking details by financial institution at which the account is held.

5.4. Trust

- 5.4.1. Letter of Authority issued by the Master of the High Court.
- 5.4.2. Full Trust Deed.
- 5.4.3. Identity documents, or front and back of identity cards of all Trustees.
- 5.4.4. Confirmation of income tax number and VAT-registration numbers (SARS document).
- 5.4.5. Confirmation of residential- and postal address of Trust and Trustees (not older than 3 months).
- 5.4.6. Confirmation of banking details by financial institution at which the account is held.

5.5. Body Corporate, foundation or association:

- 5.5.1. Constitution or founding document(s).
- 5.5.2. Confirmation of business - and postal address.
- 5.5.3. Confirmation of income tax and VAT registration numbers by SARS.
- 5.5.4. Confirmation of banking details by financial institution at which the account is held.

5.6. Individual

- 5.6.1. Identity document or front and back of identity card.

- 5.6.2. Confirmation of Income Tax and VAT registration numbers by SARS.
- 5.6.3. Confirmation of residential address.
- 5.6.4. Confirmation of marital status (copy of certificate and Ante-nuptial agreement if applicable).
- 5.6.5. Confirmation of banking details by financial institution at which the account is held.

PLEASE COMPLETE IN PDF OR IN LEGIBLE PRINT:

Registered name of Applicant:					
Trading name(s):					
The applicant is a (mark which is applicable)	<input type="checkbox"/> Company	<input type="checkbox"/>	<input type="checkbox"/> Partnership	<input type="checkbox"/>	
	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/>	<input type="checkbox"/> Closed corporation	<input type="checkbox"/>	
	<input type="checkbox"/> Other:				
Registration number:					
Vat registration number:					
Registered business address: (which shall also be the chosen <i>domicillium citandi et executandi</i> of the Applicant)					
Principle place of business:					
Email address*					
Telephone number:					
Date on which Applicant commenced business:					
Delivery address:					
Thirty calendar days' deferred payment amount applied for:					

*** KINDLY NOTE THAT ALL INVOICES AND OTHER FORMAL NOTICES WILL BE DELIVERED ELECTRONICALLY BY E-MAIL TO THE EMAIL ADDRESS NOMINATED ABOVE.**

Due to increasing levels of e-mail fraud and cybercrime, verification of banking details is required so as to ensure that any payments are transferred to a legitimate, confirmed bank account.

APPLICANT'S COMBINED ASSET VALUE OR ANNUAL TURNOVER DECLARATION:

In terms of section 4(1)(a)(i) the National Consumer Act, Act 34 of 2005, will not find application if the consumer is a juristic person (including partnerships, associations, or any other unincorporated or corporate body of persons, including a trust with three or more individual trustees or a trustee that is itself a juristic person. Stokvels are specifically excluded from the definition as well as juristic persons with the combined asset value or annual turnover at the time the agreement is entered, exceeds R 1 000 000,00 (one million Rand). Moreover, in terms of section 4(1)(b), should the deferral amount exceed R 250 000,00 (two hundred and fifty thousand Rand) the NCA will not find application if the consumer is a juristic person, even if its asset value or annual turnover is below R 1 000 000,00 (one million Rand).

At the time of this application, the Applicant's combined asset value warranted to be:

Combined asset value	R
Annual Turnover	R
Deferred payment amount applied for:	R

APPLICANT'S BANKING DETAILS FROM WHICH SETTLEMENT PAYMENTS SHALL BE MADE:

Bank:	
Branch Code:	
Account Holder:	
Account Type:	
Account Number:	

APPLICANT'S MAIN BUSINESS PREMISES:

To be completed only if the Applicant is not the registered owner of the main business premises as at the time of the application:

Name of bondholder and account number:	
Name of landlord:	
Nominated address of landlord:	
Registration number of landlord:	
Email address of landlord:	
Telephone number of landlord:	

DETAILS OF APPLICANT'S AUDITORS:

Full name and surname or name of auditor firm:	
Telephone number:	
SAICA and IRBA registration numbers:	
Email address:	
Physical address:	

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DETAILS OF APPLICANT'S AUTHORISED REPRESENTATIVE DETAILS (as authorised on letter enclosed):

Full names and surname:	
Identity number:	
Relationship or designation of authorised representative to entity:	
Mobile number:	
Email address:	
Residential address:	

PARTICULARS OF CONTACT PERSON FOR PAYMENT QUERIES:

Name and surname:	
Mobile number:	
Office number:	
Email address:	

TRADE REFERENCES:

Please furnish the names, contact person and telephone numbers of 3 (three) companies with which the applicant currently has a credit account alternatively a deferred payment account:

First trade reference:	
Accountant's Name and surname:	
Mobile number:	
Office number:	
Email address:	

Second trade reference:	
Accountant's Name and surname:	
Mobile number:	
Office number:	
Email address:	

Third trade reference:	
Accountant's Name and surname:	
Mobile number:	
Office number:	
Email address:	

TERMS AND CONDITIONS APPLICABLE TO SUCCESSFUL APPLICATIONS:

The Applicant hereby applies for incidental credit with **BANTAM DISTRIBUTORS (PTY) LTD** (hereinafter referred to as "the Creditor") and in consideration thereof the Applicant binds itself to the following terms and conditions:

1. The Applicant acknowledges that although risk in all the goods sold to it shall immediately pass upon delivery, ownership therein shall remain vested in the Creditor until such time as payment for the goods delivered been made in full.
2. Goods returned will not be accepted for credit unless previous arrangements have been made with the Creditor, who reserves the right to charge a handling fee calculated as 10% of the invoiced amount for such
3. The Applicant agrees that it shall be estopped from denying the validity of an order in circumstances in which an official order has not been supplied if the Applicant has elected to place orders by phone or send a representative to the Creditor to place an order or placed an order in any other circumstances not giving rise to an official order.
4. The Applicant is to raise issues regarding incorrect calculations or no value received, in objection to the accuracy of the invoices within 10 (ten) calendar days from date of receipt of the invoice, failing which the invoice is accepted as correct and in accordance with the goods delivered. The parties undertake to resolve any dispute within 15 (fifteen) calendar days from date on which the Applicant first raise the issue in terms hereof.
5. The National Credit Act 34 of 2005 (hereinafter referred to as “the Act”) defines an incidental credit agreement as an agreement for the provision of goods or services over a period of time in terms of which agreement a fee, charge or interest becomes payable if the amount charged is not paid before a certain date or a lower price applies if the account is paid before a certain date after which a higher price applies.
6. Any incidental granted to the Applicant by the Creditor, shall be in the sole and absolute discretion of the Creditor and shall be subject to change at any time on formal notice by the Creditor to the Applicant. Unless specifically agreed in writing otherwise, no deferred payment period shall exceed 30 (thirty) calendar days calculated as from date of invoice to date of payment.
7. As prescribed in Section 103 of the Act, the interest rate charged in terms of an incidental credit agreement is 2% per month on the unpaid indebtedness, which accumulates to 24% per annum. The interest is reckoned monthly from due date to date of final payment, both days included.
8. A certificate signed by a duly authorised representative of the Creditor certifying any amount owing by the Applicant in terms of this agreement, or from any other cause of indebtedness, shall be sufficient evidence without the need for any further explanation on the part of the creditor, of the amount due, owing and payable to the creditor and the date upon which the debt is due and payable. Such certificate shall be *prima facie* proof of the matters therein stated for all purposes, including for the purpose of any legal action, including a section 129 read with section 130 notice in terms of the Act, blacklisting, obtaining default judgment, summary judgment, provisional sentence or any other order of court.
9. In the event of the Creditor instituting legal action against the Applicant in any Court whatsoever, the costs thereof shall be paid by the Applicant on the scale as between attorney and client calculated as:
 - 9.1. For Magistrates' or Regional court actions – party and party scale D as referred to in Rule 33 of the Magistrates' Court Rules and detailed in Annexure 2 as if the action had been defended, plus a 45% surcharge. And
 - 9.2. For litigation in the High Court of South Africa – party and party scale including cost of council as per scale C, plus a 45% surcharge.
10. **DEED OF SURETYSHIP:**

10.1. The signatory hereto on behalf of the Applicant by his signature hereto as well as the directors, members, partners or trustees (if the Applicant is a legal entity) does hereby bind himself/herself jointly and severally to the Creditor as surety for and co-principal debtor with the Applicant, the one to pay the other to be absolved:

10.1.1. For the due, proper and timeous performance by the Applicant of all its obligations howsoever arising, and

10.1.2. For the payment to the Creditor of any amounts which may at any time become owing to the Creditor by the Applicant from whatever cause arising.

10.2. This suretyship so given may only be cancelled by the signatory by notice in writing to the Creditor. Provided that all amounts at the time of the notice owing by the Applicant (irrespective of whether it is due or not) to the Creditor have been paid in full, the Creditor may, to its sole discretion, release the surety from his/her obligations.

10.3. Any certificate issued in terms of this agreement shall be binding on the surety/sureties in any action brought against him/her in his/her capacity as surety and co-principal debtor with the Applicant, which detail below shall constitute the *domicilium citandi et executandi* address of the surety:

Full names and surname:	
Identity number:	
Relationship or designation of surety to entity:	
Mobile number:	
Email address:	
Residential address:	

Full names and surname:	
Identity number:	
Relationship or designation of surety to entity:	
Mobile number:	
Email address:	
Residential address:	

Full names and surname:	
Identity number:	
Relationship or designation of surety to entity:	
Mobile number:	
Email address:	
Residential address:	

Full names and surname:	
Identity number:	
Relationship or designation of surety to entity:	
Mobile number:	
Email address:	
Residential address:	

11. No indulgence or latitude by or failure on the part of the Creditor to enforce any of the terms of this application, or any other rights it has, shall constitute a waiver of any of its rights, which shall not thereby be precluded from exercising any of its rights against the Applicant which may have arisen in the past or which may arise in the future.
12. The Creditor is not bound by any warranty, representation, promise, term or condition not expressly stipulated in writing in this agreement.
13. The Applicant and the surety referred to herein above choose as their *domicilium citandi et executandi* for all purposes arising out of or in connection with this agreement, and in respect of all other contractual dealings with the creditor, the Applicant's nominated registered business address as detailed herein, shall be the address at which all legal process and notices arising out of or in connection with this agreement, and/or in respect of any other contractual dealings with the Creditor, may validly be served upon or delivered to the Applicant and the surety.
14. It is the obligation of the Applicant and sureties to ensure that the information nominated herein as on date of the application, remains correct. Any changes in any of the information so submitted shall be noted to the Creditor in writing with the Applicant having proof of delivery and receipt of such notice by the Creditor at info@bantam.co.za.

I, _____ the undersigned, herewith confirm that I am duly authorised by the aforementioned applicant, as confirmed in the enclosed letter on the letterhead of the entity to furnish this information, and that the above is to the best of my knowledge true and correct, and that I have provided the necessary and relevant required FICA documentation to Bantam Distributors (Pty) Limited.

Date: _____

AUTHORIZED REPRESENTATIVE

Who, by his/her signature, warrants his/her authority
to bind the Applicant

Witness: _____

Witness: _____