

[Click here for main menu >](#)

DEED OF SURETYSHIP

I, the undersigned

Name of surety
1st contact number (tel) **Alternative (2nd) contact number (tel)**

Identity number / s

Residential address
(hereinafter referred to as 'THE SURETY') do hereby bind myself as surety and co-principal debtor to and in favour of Cape Cuisine CC (hereinafter referred to as 'THE CREDITOR')

for the due payment by

Name of the CC or COMPANY owing the money
(hereinafter referred to as 'THE PRINCIPAL DEBTOR'), of the purchase price, whether now due, owing and payable in respect of goods already sold and delivered, or which may in future become due, owing and payable in respect of such additional goods which THE CREDITOR may from time to time sell and deliver to THE PRINCIPAL DEBTOR at its request.

- I furthermore acknowledge that:
- 1 I waive the benefits of the following legal exceptions, meanings whereof I am fully acquainted with: "cession in action; no cause of debt; excussion; division; no value received; revision of accounts".
 - 2 No extension of time or indulgence granted by THE CREDITOR to THE PRINCIPAL DEBTOR shall in any way discharge or release me from liability in terms hereof.
 - 3 My liability shall, in terms hereof, not be conditional upon my prior consent being obtained to any purchases made by THE PRINCIPAL DEBTOR, and I should not be entitled to notice of any default on part of THE PRINCIPAL DEBTOR.
 - 4 THE CREDITOR shall, in it's sole discretion and at any time and without notice to me, be entitled to refuse to supply goods to THE PRINCIPAL DEBTOR, or to extend further credit to it in respect of any goods purchased b it.
 - 5 THE CREDITOR shall be entitled to institute action against me, in the event of any default by THE PRINCIPAL DEBTOR, and to recover all or any amounts which may be due to THE CREDITOR, and I submit myself to the jurisdiction of the Magistrate's Court having jurisdiction over my person. I shall in such event be liable to pay costs on the attorney/own-client basis and/or the fees of any collecting agent instructed by THE CREDITOR, and for interest on overdue amounts @ 15.5% per annum, collection commission, tracing costs and any other disbursement and/or fees incurred in so doing by THE CREDITOR.

I sign this SURETY PAGE only for the following amount: **R** ,

amount in words:

SIGNED AT THIS DAY OF 20

..... **As witness** **SURETY & CO-PRINCIPAL DEBTOR**

APPLICATION FOR CREDIT

APPLICANT FULL NAME:

DOCUMENTS TO ACCOMPANY CREDIT APPLICATION

- 1 **ID DOCUMENT** (person signing SURETY must also attach ID document)
 - "IN THE CASE OF AN INDIVIDUAL OWNER / SOLE PROPRIETOR, A CERTIFIED COPY OF HIS / HER IDENTITY DOCUMENT.
 - "IN THE CASE OF A PARTNERSHIP, A CERTIFIED COPY OF EACH PARTNERS IDENTITY DOCUMENT".
- 2 **COMPANY REGISTRATION DOCUMENTS** (showing the business owners)
 - "IN THE CASE OF A CLOSE CORPORATION, COMPANY OR OTHER LEGAL ENTITY, A CERTIFIED" "COPY OF **CK1, CK2, ETC.**".
- 3 A **CANCELLED CHEQUE** OF THE BANK ACCOUNT NUMBER REFLECTED IN SECTION 12 OF THE CREDIT APPLICATION.
- 4 MOST RECENT **FINANCIAL YEAR END DOCUMENTS** (as required by the new Credit Act)

IMPORTANT

- CREDIT APPLICATION MUST BE HAND DELIVERED – NOT ALLOWED TO BE EMAILED OR FAXED (we require the original).
- CREDIT APPLICATION TO BE COMPLETED IN BLACK INK ONLY.
- PLEASE PRINT CLEARLY
- NO CORRECTION FLUID IS TO BE USED.
- ANY CORRECTIONS OR ALTERATIONS ARE TO BE INITIALED BY THE SIGNATORIES.

CAPE CUISINE TO BE REFERRED TO AS “THE CREDITOR” HEREINAFTER.

By signing this document the Applicant agree to the following:

- 1 **Unfortunately Cape Cuisine does not give credit facilities to Applicants not prepared to sign surety.**
- 2 Account must be paid within 30 days from statement.
- 3 **Overdue accounts (even 1 day overdue) will be put on hold.**
- 4 Overdue accounts will be given 48 hours written notice (fax with confirmation) of the following intentions:
 - Applicant to be handed over for money recovery.
 - Applicant to be enlisted with ITC Credit Bureau and other credit bureau's as a defaulter (This will be done for both the business and person who signed surety).
- 5 On 2nd late payment occasion, credit facility will be revoked, and Applicant will only be allowed COD purchases.
- 6 **It will be the Applicant's responsibility to ensure that money is paid, on or before the due date into Cape Cuisine's account:**
ABSA, 4078870477, B/Code: 632005.
NB: The money must be in our account disregarding Saturdays, Sundays or Public Holidays.
- 7 Cape Cuisine does not accept any returned goods after 4 days from invoice date.
- 8 All returned (R/D) cheques, cheques sent via mail and post-dated cheques will be charged a 15% penalty fee. Cheques NEVER allowed to:
 - Be sent via mail or
 - Post-dated for more than 1 day in advance.
- 9 No cheques with any form of alteration will be accepted.
- 10 Cape Cuisine does not accept any form of bleached or stained bank notes as per bank regulations.
- 11 Cape Cuisine reserves the right to demand all outstanding monies on the account prior to agreed due date should there be any suspicious circumstances arising.
- 12 Every page must be initialised and document signed at the relevant places (black ink please).
- 13 Original document must be returned a.s.a.p. to Cape Cuisine.

The risk in and to the goods sold hereunder shall pass to the Applicant when the goods leave the Creditor's premises, notwithstanding the reservation of ownership therein

The ownership of any goods delivered by the Creditor to the Applicant shall not pass to the Applicant until payment of the full purchase price has been made to the Creditor.

The Applicant hereby consents to the jurisdiction of the magistrate's court in any dispute arising out of this contract, but the Creditor may proceed before any division of the High Court of South Africa or the courts of the country of the domicile of the Applicant.

In the event of legal action being taken against the Applicant, the latter will be liable for all costs incurred on the scale as between attorney and own Applicant, including such collection commission as the Creditor is liable to pay to its attorneys.

All overdue amounts shall bear interest at the maximum permissible rate of interest as determined by the usury act no. 73 of 1968 (as amended) (or any other relevant law), from time to time, such interest to be reckoned monthly in advance from due date to payment.

The Applicant chooses domicilium citandi et executandi at the street address reflected in section (section 6).

In the event of the Applicant defaulting in payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable without notice to the Applicant.

Please note – Cape Cuisine is very strict about payments being on time.

Applicants will receive the BEST service in the market but with very strict payment policies.

"PARTICULARS OF THE OWNER (HEREINAFTER REFERRED TO AS THE "APPLICANT")"

1 NATURE: INDIVIDUAL / SOLE PROPRIETOR
PARTNERSHIP
COMPANY
CLOSE CORPORATION
OTHER (SPECIFY)

2 FULL NAME:

3 COMPANY REGISTRATION NUMBER:

4 VAT REGISTRATION NUMBER:

5 DATE STARTED TRADING:

6 PHYSICAL ADDRESS:

7 POSTAL ADDRESS:

8 TELEPHONE: [] FAX: []

9 CONTACT PERSON:

10 EMAIL: WEBSITE:

BANKING DETAILS

11 NAME OF BANK :

12 BRANCH CODE: ACCOUNT NUMBER:

13 NAME OF HOLDER:

14 DATE OPENED:

DIRECTORS / MEMBERS (ALL PLEASE)

15 FULL NAME:

16 I.D. / PASSPORT NO.:

17 TEL:

18 PHYSICAL ADDRESS:
.....
.....

19 FULL NAME:

20 I.D. / PASSPORT NO.:

21 TEL:

22 PHYSICAL ADDRESS:
.....
.....

23 FULL NAME:

24 I.D. / PASSPORT NO.:

25 TEL:

26 PHYSICAL ADDRESS:
.....
.....

27 FULL NAME:

28 I.D. / PASSPORT NO.:

29 TEL:

30 PHYSICAL ADDRESS:
.....
.....

AUDITORS / ACCOUNTING OFFICER / ACCOUNTANT / BOOKKEEPER

31 FULL NAME:

32 TELEPHONE: FAX:

33 CONTACT PERSON:

TRADE REFERENCES (NOT LESS THAN THREE PLEASE)

34 NAME:

35 CONTACT PERSON:

36 TELEPHONE:

37 AVERAGE MONTHLY PURCHASES :

38 NAME:

39 CONTACT PERSON:

40 TELEPHONE:

41 AVERAGE MONTHLY PURCHASES :

42 NAME:

43 CONTACT PERSON:

44 TELEPHONE:

45 AVERAGE MONTHLY PURCHASES :

46 NAME:

47 CONTACT PERSON:

48 TELEPHONE:

49 AVERAGE MONTHLY PURCHASES :

ANTICIPATED MONTHLY PURCHASES

50 MAXIMUM ANTICIPATED MONTHLY PURCHASES: **R** ,

The Applicant hereby acknowledges and agrees that:

- 1 The Credit Grantor may
 - a) Perform a credit search on the Applicant's record with one or more of the registered Credit Bureaux when assessing the Applicants application for credit
 - b) Monitor the credit Applicant's payment behaviour by researching his/her record at one or more of the Credit Bureaux.
 - c) Use new information and data obtained from Credit Bureaux in respect of the Applicant's future credit applications.
 - d) Record the existence of the Applicant's account with any Credit Bureaux.
 - e) Record and transmit details of how the Applicant has performed, and how the account is conducted by the Applicant in meeting his/her obligations on the account.
 - f) Use information obtained from one or more Credit Bureaux to assess future credit applications by the Applicant and members of his/her family.

- 2 The Credit Applicant acknowledges and agrees that any information regarding his/her credit worthiness, defaults in payment to the credit grantor, and details of how his/her account with the Credit Grantor is conducted may be disclosed to any other creditor of the Applicant or to one or more Credit Bureaux."PARTICULARS OF THE OWNER (HEREINAFTER REFERRED TO AS THE "APPLICANT")

I/We and the undersigned in

my/our capacity as and do hereby warrant that all the information recorded in this application is true and correct, that I / We sign of my / our own free will and with the full knowledge and understanding of the contents hereof and that I / We are duly authorised in doing so on behalf of the applicant.

SIGNED AT THIS

--	--

 DAY OF 20

--	--

(The undersigned 1)

(The undersigned 2)