

**TERMS AND CONDITIONS UNDER WHICH
CREDIT FACILITY IS PROVIDED.**

1. INTERPRETATION AND DEFINITIONS:

IN THESE 'TERMS AND CONDITIONS' THE FOLLOWING TERMS HAVE THE FOLLOWING MEANINGS:

- 1.1. "SHERIFF " SHALL MEAN THE SHERIFF FOR ROODEPOORT SOUTH/DOBSONVILLE.
1.2. "DEBTOR" SHALL MEAN THE NATURAL OR JURISTIC PERSON WHO APPLIES FOR CREDIT FACILITY AND TO WHOM THE FACILITY HAS BEEN GRANTED.

2. CONDITION UNDER WHICH CREDIT IS GRANTED:

- 2.1. THE CREDIT LIMIT SHALL BE FOR AN UNLIMITED AMOUNT;
2.2. THE SHERIFF MAY AT ANY STAGE DECIDE TO LIMIT THE CREDIT FACILITY TO A MAXIMUM AMOUNT, IN WHICH CASE THE DEBTOR WILL BE NOTIFIED IN WRITING OF SUCH LIMITATION.
2.3. THE SHERIFF MAY AT ANY STAGE CANCEL THE CREDIT FACILITY BY GIVING THE DEBTOR WRITTEN NOTICE OF SUCH CANCELLATION.

3. PAYMENT

IT IS NOTED THAT THE SHERIFF'S INVOICE APPEARS ON THE BOTTOM OF EVERY RETURN RENDERED AND THE SHERIFF IS NOT COMPELLED TO RENDER A MONTHLY STATEMENT.

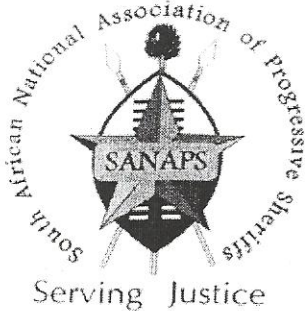
- 3.1. THE DEBTOR SHALL BE LIABLE FOR THE PAYMENT OF ALL FEES AND DISBURSEMENTS EMANATING FROM ANY COURT PROCESS OR DOCUMENT SENT TO THE SHERIFF FOR SERVICE ,EXECUTION OR OTHER RELATED WORK ,WHETHER THE DEBTOR ACTED AS AGENT OR NOT;
3.2. THE DEBTOR SHALL PAY ANY AMOUNT DUE TO THE SHERIFF WITHIN 30 DAYS FROM THE FIRST DAY OF THE MONTH FOLLOWING THAT DURING WHICH THE RETURN OR INVOICE WAS RENDERED.
3.3. WHERE THE DEBTOR PURCHASES A FIXED PROPERTY ON BEHALF OF A COMMERCIAL BANK BEING THE EXECUTION CREDITOR IN THE MATTER ,THE DEBTOR SHALL BE GIVEN FOURTEEN (14) DAYS TO PAY THE AUCTIONEER'S COMMISSION TO THE SHERIFF.
3.4. WHERE THE DEBTOR IS A COMMERCIAL BANK AND THE DEBTOR , BEING THE EXECUTION CREDITOR IN THE MATTER,PURCHASES A FIXED PROPERTY ON AN AUCTION OF THE SHERIFF, THE DEBTOR SHALL BE GIVEN FOURTEEN (14) DAYS TO PAY THE AUCTIONEER'S COMMISSION TO THE SHERIFF.
3.5. IN ALL OTHER PURCHASES MADE BY THE DEBTOR AT AUCTIONS OF THE SHERIFF,PAYMENT SHALL BE MADE STRICTLY IN ACCORDANCE WITH THE CONDITIONS OF SALE.
3.6. THE DEBTOR SHALL MAKE PAYMENT TO THE SHERIFF OF ALL AMOUNTS PAYABLE IN TERMS OF THIS AGREEMENT FREE OF EXCHANGE AND WITHOUT DEDUCTING OR SET-OFF,OF ANY NATURE , AT THE SHERIFF'S CHOSEN DOMICILIUM CITANDI ET EXECUTAND;
3.7. THE DEBTOR SHALL IN NO CIRCUMSTANCE BE ENTITLED TO DEFER OR WITHHOLD PAYEMENT OF ANY AMOUNTS DUE IN TERMS OF THIS AGREEMENT UNLESS DUE NOTICE HAS BEEN GIVEN OF THE TAXATION OF THE SHERIFF FEES.

4.CONSENT

- 4.1. THE DEBTOR AND THE SURETY HEREBY CONSENTS TO THE SHERIFF CARRYING OUT A CREDIT ENQUIRY ON THE DEBTOR OR THE SURETY;
4.2. IN THE EVENT OF THE DEBTOR NOT MAKING PAYMENTS STRICTLY IN ACCORDANCE WITH THE CONDITIONS OF THIS AGREEMENT , THE DEBTOR HEREBY CONSENTS TO THE SHERIFF REPORTING THE DEBTOR TO THE CREDIT BUREAU AS AN IRREGULAR PAYER:
4.3. SHOULD THE DEBTOR DEFAULT IN MAKING PAYEMENT ,THE DEBTOR CONSENT TO THE SHERIFF REPORTING THE MATTER TO THE LAW SOCIETY IF THE DEBTOR IS A LAWYER OR TO ANY OTHER STATUTORY BODY HAVING CONTROL OVER THE BUSINESS OF THE DEBTOR:
- | | | |
|----------|---------|------------|
| DEBTOR : | INITIAL | WITNESS 1: |
| SURETY: | INITIAL | WITNESS 2: |
| SHERIFF: | INITIAL | WITNESS 3: |

5.BREACH

- 5.1. IF THE DEBTOR COMMITS A BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT AND FAILS TO RECTIFY SUCH BREACH WITHIN SEVEN (7) DAYS OF RECEIVING WRITTEN NOTICE FROM THE SHERIFF ,REQUIRING THE DEBTOR TO DO SO :OR
5.1.1. BEING AN INDIVIDUAL ,DIES OR IS PROVISIONALLY OR FINALLY SEQUESTERED OR SURRENDERS HIS/HER ESTATE:OR
5.1.2. BEING A PARTNERSHIP,IS DISSOLVED:OR
5.1.3. BEING A COMPANY ,IS PLACED UNDER A PROVISIONALLY OR FINAL ORDER OF LIQUIDATION OR JUDICIAL MANAGEMENT:OR
5.1.4. COMPROMISES OR ATTEMPTS TO COMPROMISE GENERALLY WITH CREDITORS.
THEN IN ANYS OF THESE EVENTS THE SHERIFF MAY SUMMARILY CANCEL THIS AGREEMENT BY GIVING THE DEBTOR WRITTEN NOTICE TO THAT EFFECT,WITHOUT PREJUDICE TO ANY RIGHTS HE MAY HAVE:
5.2. IF THE DEBTORS FAILS TO PAY ANY AMOUNT DUE IN TERMS OF THIS AGREEMENT WITHIN 30 DAYS FROM THE FIRST DAY OF THE MONTH FOLLOWING THAT DURING WHICH THE RETURN OR INVOICE WAS RENDERED ,THE SHERIFF MAY SUMMARILY CANCEL THIS AGREEMENT AND TERMINATE THE CREDIT FACILITY BY GIVING THE DEBTOR WRITTEN NOTICE OF SUCH



I D MAHOMED
 SHERIFF ROODEPOORT SOUTH/DOBSONVILLE
 P O BOX 9118, AZAADVILL, 1750
 DOCEX 28, ROODEPOORT
 TEL: 011 760 2505 FAX: 011 760 6525
 CELL: 072 233 3935
 e-mail: iqubaldawood@gmail.com

(COMPLETE CLEARLY IN CAPITAL LETTERS OR MAKE X IN THE APPROPRIATE BOX)

TRADING NAME OF APPLICANT:	
NAME OF JURISTIC PERSON:	
TELEPHONE NUMBER: DIALING CODE:	
NAME OF CONTACT PERSON:	
POSTAL ADDRESS:	
PHYSICAL ADDRESS : (DOMICILIUM CITANDI ET EXECUTANDI)	
DOCEX NO:	
FAX NO:	
VAT NO :	

ARE YOU A :PARTNERSHIP , SOLE PROPRIETOR ,PTY (LTD),CLOSED CORPORATION, BODY INCORPORATED , OTHER
 PLEASE SPECIFY : _____

(PLEASE UNDERLINE)

NB:A SOLE PROPRIETOR WOULD REQUIRE ANOTHER PERSON TO SIGN SURETY ON HIS/HER BEHALF.

NB:A PTY LTD ,CLOSED CORPORATION, INCORPORATION & PARTNERSHIP TO SUPPLY A SPECIAL RESOLUTION.

DETAILS OF PERSON WHO SIGNS AS DEBTOR /APPLICANT: (ALL FIELDS MANDATORY):

TITLE:	
FULL NAMES:	
SURNAME:	
DESIGNATION IN DEBTOR `S BUSINESS:(IF ANY)	
MARITAL STATUS:	
PHONE NUMBER AT WORK:DIALLING CODE:	
PHONE NUMBER AT HOME:DIALLING CODE:	
CELLULAR PHONE NUMBER:	
E-MAIL ADDRESS:	

RESIDENTIAL ADDRESS(DOMICILIUM CITANDI ET EXECUTANDI)(NOT A POSTAL BOX ADDRESS)

IS THE PROPERTY REGISTERED IN YOUR NAME:	
TITLE:	
MARITAL STATUS	
ID NUMBER:	

EMPLOYER'S NAME & ADDRESS:

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(A CLEAR PHOTOCOPY OF THE DEBTOR'S ID AS WELL AS A PHOTOCOPY OF THE LAST PAGE OF THEIR BANK STATEMENT MUST ACCOMPANY THIS APPLICATION)

SIGNED BY THE DEBTOR _____ ON THIS _____ DAY OF _____ 20

WITNESS _____ DEBTOR _____

SIGNED BY THE SURETY _____ ON THIS _____ DAY OF _____ 20.

WITNESS _____ SURETY _____

WHO HEREBY ACKNOWLEDGES THAT HE HAS AUTHORITY TO SIGN AS SUCH

SIGNED BY THE SHERIFF ROODEPOORT SOUTH/DOBSONVILLE ON THIS _____ DAY OF _____ 2011

WITNESS _____ SHERIFF _____

DOMICILIUM CITANDI ET EXECUTANDI:

10 LIEBENBERG STREET,ROODEPOORT

DETAILS OF PERSON WHO SIGNS AS SURETY: (ALL FIELDS MANDATORY):

TITLE:	
FULL NAMES:	
SURNAME:	
DESIGNATION IN DEBTOR'S BUSINESS:(IF ANY)	
MARITAL STATUS:	
PHONE NUMBER AT WORK:DIALLING CODE:	
PHONE NUMBER AT HOME:DIALLING CODE:	
CELLULAR PHONE NUMBER:	
E-MAIL ADDRESS:	

RESIDENTIAL ADDRESS(DOMICILIUM CITANDI ET EXECUTANDI) (NOT A POSTAL BOX ADDRESS)

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IS THE PROPERTY REGISTERED IN YOUR NAME:	
TITLE:	
MARITAL STATUS	
ID NUMBER:	
DATE OF BIRTH :	

CANCELLATION ,WITHOUT PREJUDICE TO ANY RIGHTS THE SHERIFF MAY HAVE.

5.3. IF THE DEBTOR FAILS TO PAY ANY AMOUNT DUE IN TERMS OF THIS AGREEMENT ON DUE DATE,SUCH OVERDUE AMOUNT SHALL BEAR INTEREST AT THE RATE OF 24 % PER ANNUM OR THE MAXIMUM AMOUNT ALLOWED BY THE LAW.

5.4. IF THE DEBTOR FAILS TO PAY ANY AMOUNT DUE IN TERMS OF THIS AGREEMENT ON DUE DATE AND FAILS TO MAKE SUCH PAYMENT WITHIN SEVEN DAYS OF RECEIVING WRITTEN DEMAND FOR PAYMENT ,THE SHERIFF MAY AT HIS OPTION ,COLLECT THE OUTSTANDING BALANCE AMOUNTS FROM THE CLIENTS OF DEBTOR DIRECTLY AND THE DEBTOR SHALL ON DEMAND SUPPLY THE SHERIFF WITH ALL THE INFORMATION REGARDING HIS CLIENT OR CLIENTS:

6 LEGAL COSTS:

IF AS A RESULT ON ANY BREACH BY THE DEBTOR OF ANY OF THE TERMS OF THIS AGREEMENT,THE SHERIFF INSTRUCTS HIS ATTORNEYS TO MAKE DEMAND OR INSTITUTE LEGAL PROCEEDINGS AGAINST THE DEBTOR, THE DEBTOR SHALL BE LIABLE FOR AND SHALL PAY ON DEMAND ALL LEGALCOSTS AND DISBURSMENTS SO INCURRED, INCLUDING ANY LETTER OF DEMAND, TRACING AGENTS FEES AND COLLECTION COMMISSION ON THE SCALE AS BETWEEN ATTORNEY AND OWN CLIENT.

7. GENERAL:

NO ADDITION TO OR VARIATION OF THIS AGREEMENT SHALL BE OF ANY FORCE OR EFFECT UNLESS IN WRITING AND SIGNED BY OR ON BEHALF OF THE PARTIES. NO INDULGENCE, WHICH THE SHERIFF MAY GRANT TO THE DEBTOR, SHALL CONSTITUTE A WAIVER OF ANY RIGHTS OF THE SHERIFF, WHO SHALL NOT THEREBY BE PRECLUDED FROM EXERCISING ANY RIGHTS AGAINST THE DEBTOR WHICH MAY HAVE ARISEN IN THE PAST, OR WHICH MAYARISE IN THE FUTURE.

8. SURETY:

I/WE THE UNDERSIGNED, DO HEREBY BIND MYSELF/OURSELVES UNTO AND IN YOUR FAVOUR AS SURETY/SURETIES IN SOLIDUM FOR AND CO-PRINCIPAL DEBTOR/S JOINTLYAND SEVERALLY, WITH THE DEBTOR FOR THE DUE PAYMENT BY THE DEBTOR OF ALL OR ANY MONIES WHICH THE DEBTOR MAY NOW OR FROM TIME TO TIME HEREAFTER OWE TO THE SHERIFF FROM WHATSOEVER CAUSE AND HOWSOEVER ARISING, AND WHETHER AS PRINCIPAL DEBTOR, GUARANTOR OR OTHERWISE AND WHETHER TRADING ALONE OR IN PARTNERSHIP OR UNDER ANY OTHER NAME, AS WELL AS FOR THE DUEAND PUNCTUAL PERFORMANCE AND DISCHARGE OF ANY CONTRACT OR AGREEMENT ENTERED INTO BY THE DEBTOR WITH THE SHERIFF. ALL ADMISSIONS OR ACKNOWLEDGEMENTS OF INDEBTEDNESS MADE BY THE DEBTOR SHALL BE BINDING ON ME / US.

I/WE HEREBY RENOUNCE THE BENEFITS OF EXCUSSION AND DIVISION , CESSION OF ACTION ,ERROR IN CALCULATION AND ERROR IN THE WRONG ACCOUNT BEING DEBITED.

9. THE PARTIES CONFIRM THAT ALL INFORMATION FURNISHED IN THE CREDIT APPLICATION FORM IS TRUE AND CORRECT AND ARE INCORPORATED INTO THIS AGREEMENT.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20

DEBTOR : _____

WITNESS 1: _____

WITNESS 2: _____

SURETY : _____

WITNESS 1: _____

WITNESS 2: _____

SHERIFF : _____

WITNESS 1: _____

WITNESS 2: _____

EMPLOYER`S NAME & ADDRESS:

(A CLEAR PHOTOCOPY OF THE SURETY`S ID AS WELL AS A PHOTOCOPY OF THE LAST PAGE OF THEIR BANK STATEMENT MUST ACCOMPANY THIS APPLICATION)

SIGNED BY THE SURETY _____ ON THIS _____ DAY OF _____ 2011

WITNESS _____ SURETY _____

SIGNED BY THE DEBTOR _____ ON THIS _____ DAY OF _____ 2011

WITNESS _____ SURETY _____

WHO HEREBY ACKNOWLEDGES THAT HE HAS AUTHORITY TO SIGN AS SUCH

SIGNED BY THE SHERIFF ROODEPOORT SOUTH/DOBSONVILLE ON THIS _____ DAY OF _____ 2011

WITNESS _____ SHERIFF _____

FOR OFFICE USE:

INFORMATION SUPPLIED VERIFIED BY:

APPROVED BY: _____ **DATE** _____

CREDIT LIMIT: _____