

CREDIT APPLICATION

Car Towing Services (East) (Pty) Ltd.

No. 16 Lemmer Road
Vulcania, Brakpan 1541
P.O. Box 5133
Brenthurst 1542
E-mail: cristiner@cts.east.co.za

Car Towing Services (East) (Pty) Ltd.

Cellular Phone: 082 372 8354
Telephone Day:
(011) 741-0000
Fax: (011) 741-0006

CTS EAST (PTY) LTD.

Vat. No. 4170108791

Reg. No. 1999/010481/07

CAR TOWING SERVICES (PTY) LTD.

No. 16 Lemmer Road
Vulcania, Brakpan 1540
P.O. Box 5133
Brentthurst 1542



Val. No. 4170108791 23½ HOUR SERVICE Reg. No. 1999/010481/07
Anything, Anywhere, Anytime

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Telephone Day: (011) 741-0000
Fax: (011) 741-0006
E-mail: accounts@cts-east.co.za

CHECKLIST FOR APPLICANTS

1. IS THE NAME OF APPLICANT COMPLETED
 2. ARE ALL PAGES INITIALLED
 3. IS THE WARRANTY COMPLETED
 4. IS THE APPLICATION WITNESSED
 5. IS THE SURETY WITNESSED
 6. HAVE YOU ATTACHED A LETTERHEAD
 7. HAVE YOU ATTACHED CK DOCS - (FOR A CC) - CK1 & CK2 SECTION A & B
 8. HAVE YOU ATTACHED CM DOCS - (FOR PTY LTD) - CM1, CM22 & CM29
 9. HAVE YOU ATTACHED A COPY OF YOUR ID - (FOR A SOLE PROP)
 10. HAVE YOU ATTACHED MASTER'S CONFIRMATION - (FOR A TRUST) DEPARTMENT TRADE AND INDUSTRY CERTIFICATE?
 11. HAVE YOU ATTACHED A RESOLUTION FROM THE TRUST STATING THAT YOU MAY TRADE ON BEHALF OF THE TRUST?
 12. HAVE THE SURETIES ATTACHED COPIES OF IDENTITY DOCUMENTS?
 13. HAVE YOU ATTACHED A COPY OF YOUR VAT 103 CERTIFICATE?
 14. HAVE YOU ATTACHED A COPY OF YOUR PERSONAL BALANCE SHEET FOR PERSONAL SURETY SIGNED?
 15. SURETY DOCUMENT IS TO BE RETURNED AS PART OF THE CONTRACT
 16. PLEASE ATTACHED A COPY OF LATEST ANNUAL FINANCIAL STATEMENTS
 17. PLEASE ATTACHED YOUR B.E.E SCORECARD
 18. PLEASE ATTACHED A COPY OF A BANK PROCESSED CHEQUE
 19. IF A RESOLUTION IS NECESSARY, IS IT ATTACHED?
 20. HAVE YOU POSTED THE ORIGINAL APPLICATION AND SURETY? ACCOUNTS WILL NOT BE OPENED WITHOUT THESE.
- PLEASE POST TO: PO BOX 5133, BRENTHURST, 1542 OR EMAIL TO mariej@cts-east.co.za

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LETTER FOR CAR TOWING SERVICES (PTY) LTD

Dear Client,

Re: **NATIONAL CREDIT ACT**

Customer Number

Customer Name

1. You may or may not be aware that the National Credit Act No. 34 of 2005 ("The Act") came into force on 1 June 2006, and will become fully operative on 1 June 2007.
2. The act has far reaching implications for the practice of granting credit in the Republic of South Africa.
3. In order for a credit provider to determine whether or not a particular customer will fail within the ambit of the Act, it is necessary (and indeed required) for a credit provider to establish:
 - 3.1 the legal status of the customer;
 - 3.2 the annual turnover of the customer;
 - 3.3 the asset value of the customer
4. Further, in order for us to conduct ongoing assessments on a particular customer's credit levels, we are required by credit bureaus to obtain a customer's consent before assessing credit information concerning that customer.
5. Please would you be so kind as to assist us in this process by taking the time to complete the attached brief questionnaire and consent clause and returning it to us by either:
 - 5.1 faxing it back to us for the attention of Marie Joubert at (011) 741-0006
 - 5.2 e-mailing it back to us on mariej@cts-east.co.za

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NOTE:	PLEASE PRINT IN BLACK PEN COMPLETE ALL SPACES (No applications will be accepted otherwise) ALL QUERIES SHOULD BE DIRECTED TO (011) 741-0000 EVERY PAGE TO BE INITIALLED BY APPLICANT	Application Date (Customer to complete)	Customer Number (Office Use Only)

1. CUSTOMER DETAIL (PLEASE FORWARD ORIGINAL TO OUR HEAD OFFICE)

REGISTERED NAME AND REGISTRATION Full Company Name, C.C. Name	
(Full name to be provided for verification purposes)	
REGISTERED NAME AND REGISTRATION NO.:	
Trading as (This field must be completed)	
Type of Business: Private Company / Partnership / Owner Manager	

TELEPHONE NUMBER(S) (including dialling codes)	Office No.		Office No.	
Name of Directors/Partners/Owner: (Full names, Identity Number, Passport Number)				
Name of Directors/Partners/Owner: (Identity Number, Passport Number)				
ACCOUNTS CONTACT PERSON & POSITION HELD (Any changes to be advised within 30 days from change)				
EMERGENCY CONTACT PERSON NAME & NUMBER (Compulsory)				
NAME, CONTACT NUMBERS OF AUDITORS/BOOKKEEPERS INCLUDING COMPANY REGISTRATION NUMBER				
HOME/AFTER HOURS TEL. NUMBER(S)	Home No.		After Hours No.	
PHYSICAL COMPANY / CC. ADDRESS			POSTAL CODE	
POSTAL ADDRESS (Attached FICA Form - Compulsory)			POSTAL CODE	
POSTAL ADDRESS (Attached FICA Form - Compulsory)				
PREMISES (mark with an "X" which is applicable)			OWNED	RENTED

CAR TOWING SERVICES BRANCHES

HEAD OFFICE 1 CLEVELAND ROAD THE GABLES, JHB P.O. BOX/POSBUS 40217, CLEVELAND 2022 Tel: (011) 616-2348 Fax: (011) 622-1524 EAST RAND Lowbed Division Tel: (011) 741-0000 Fax: (011) 741-0006	PRETORIA Tel: (012) 567-0712 Fax: (012) 543-3867 NELSPRUIT Tel: (013) 753-2977 Fax: (013) 753-2989	CAPE TOWN Tel: (021) 946-1064 Fax: (021) 946-1073 BEAUFORT WEST Tel: (023) 415-3893 Fax: (023) 415-3895	COLESBERG Tel: (051) 753-0707/8 Fax: (051) 753-0688 PORT ELIZABETH Tel: (041) 484-6344 Fax: (041) 484-6357	DURBAN NO 21 HIGH RIDGE ROAD MAXMEAD, 3610 PO BOX 15026 WESTMEAD, 3608 Tel: (031) 701 1950 Fax: (031) 701 1942 ESTCOURT Tel: (036) 352-4834 Fax: (036) 352-1109	HARRISMITH Tel: (058) 622-1218 Fax: (058) 622-1388 PIETERMARITZBURG Tel: (033) 386-1238 Fax: (033) 386-1298
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Customer Number

Customer Name

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2. FINANCIAL INFORMATION

Terms:

1. We agree to settlement on all accounts within 30 (thirty) days of statement date.
2. I understand and agree to the term that Car Towing Services East (Pty) Ltd reserves the right to levy interest, which is the maximum legal allowable interest on accounts not settled within the said period above.
3. We reserve the right to revert back to supply or repair on a COD basis as per Management Discretion.

MANAGING DIRECTOR		SIGNATURE:
FINANCIAL DIRECTOR		SIGNATURE:

BANKING DETAILS

ACCOUNT NAME			
BANK NAME			
BANK ACCOUNT NUMBER & BRANCH CODE		BRANCH CODE	
ACCOUNT TYPE	CHEQUE ACC.	SAVINGS ACC.	TRANSMISSION ACC.

OFFICIAL ORDER: DO WE NEED AN OFFICIAL ORDER NUMBER BEFORE ACCOUNTS ARE PAID	YES	
	NO	

3. TRADE REFERENCES (Excluding suppliers of parts, tyres, diesel) this will not be considered as references for this application) - (3) references compulsory

1st REFERENCE			Office Use Only
Name		Contact No.	
Branch			
Address			
2nd REFERENCE			Office Use Only
Name		Contact No.	
Branch			
Address			
3rd REFERENCE			Office Use Only
Name		Contact No.	
Branch			
Address			

CREDIT LIMIT APPLIED FOR R

(May be increased / decreased at creditor's discretion and does not form part of this contract)

This is the **maximum** amount, which may be outstanding at any given time

Number of Vehicles in Fleet

INTERNATIONAL	RENAULT	DAF
VDL	OTHER	TOTAL VEHICLES IN FLEET

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**UPON APPROVAL OF THIS APPLICATION, THE APPLICANT BECOMES A DEBTOR OF
THE CREDIT GRANTOR AND THE FOLLOWING TERMS AND CONDITIONS APPLY**

DEED OF SURETYSHIP

I / We the undersigned,

(ID Number: _____)

do hereby bind myself / ourselves jointly and severally unto and in favour of

Car Towing Services (Pty) Ltd;

Car Towing Services SA (Pty) Ltd; AND

Car Towing Services East (Pty) Ltd (Low Bed Division)

Hereinafter referred to as ("The Creditor") its order or assigns, as surety / sureties in solidum for and as joint and several co-principal debtor/s with

Of _____

Hereinafter referred to as ("The Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditor of any amount which now is or which may hereafter become owing by the Principal Debtor to the Creditor from any cause of indebtedness howsoever arising.

My / Our liability hereunder shall in no way be affected or diminished if the Creditor either now holds or in the future obtains additional suretyships, guarantees, or securities whether real or personal, in respect of the debts of the Principal Debtor. The suretyship and undertaking shall be a continuing covering security of any present or future indebtedness of the Principal Debtor to the Creditor, and shall remain in full force and effect not withstanding and fluctuation on or even temporary extinction of such indebtedness.

The Creditor shall be entitled, without reference or notification to me / us and without affecting its rights hereunder, or releasing me / us here from:

- (a) To release other sureties, and / or securities;
- (b) To grant the Principal Debtor extension of time for payment;
- (c) To compound or to make other arrangements with the Principal Debtor for the discharge of the Principal Debtor's Indebtedness;
- (d) To alter or vary any present or future agreement between the Principal Debtor and the Creditor;
- (e) If the Principal Debtor shall be declares insolvent, to accept any dividend in respect of the Principal Debtor's indebtedness and also to accept any securities, guarantees, or suretyships arising out of such insolvency or judicial management;
- (f) To accept any offer or compromise made by us on behalf of the Principal Debtor whether then in liquidation or under judicial management or otherwise.

I/ We bind myself / ourselves in the event of the Principal Debtor being declared insolvent or being placed under judicial management not to file claim against the Principal Debtor in competition with the Creditor.

In respect of all contracts concluded or to be concluded by the Principal Debtor with the Creditor, I / We warrant that each such contract was or will be at the time of conclusion within the scope of authority, powers and objects of the Principal Debtor, and that all resolutions of and signatures by the Directors of the Principal Debtor were or in the case of future contracts will be properly and with due authority passed and / or executed and / or made. If there shall in respect of any such contract be any breach of the terms of this warranty. Then I / We assume the liability to the Creditor which any such contract purported to impose upon the Principal Debtor.

I/ We shall be bound by all admissions or acknowledgements of indebtedness made or given by the Principal Debtor to the Creditor.

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As security for fulfillment of all obligations hereby undertaken I / We do hereby cede, assign, transfer and make over unto and in favour of the Creditor all right, title and interest in and to any amount which are now, or which may hereafter become, owing to me / us by the Principal Debtor and / or by any subsidiary of the Principal Debtor (now existing or which may at any time hereafter come into being) from any cause of indebtedness howsoever arising. In the event of any prior ranking cession existing as at date hereof, the foregoing cession in favour of the Creditor shall operate as a Cession to the Creditor at any right of action, which I / We may now or at any future time have against the prior cessionary.

For the purpose of any action against me / us, a certificate by a Director of the Creditor (whose appointment, Qualification and / or authority needs to be proved) as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due for payment of the same has arrived, shall prima facie proof of the facts stated therein.

I / We hereby renounce the benefits of the legal exceptions "excussion", "division", "cession of action", "de duobus vel pluribus reis debandi", "no value received" with the full force, meaning and effect of all which I / We declare myself / ourselves to be fully acquainted.

I / We hereby consent in terms of section 45 of the Magistrate's Court Act 1944, to the Creditor taking any legal proceedings for the recovery of monies claimable hereunder or otherwise in the Magistrate's Court for any district having jurisdiction in respect of my / our person by virtue of Section 28 of the aforesaid Act. Not with standing the foregoing, the Creditor shall be entitled in his discretion to take any such legal proceedings in any other Court having competent jurisdiction.

Should I / We default in due performance of any of my / our obligation in terms of the suretyship, all of which are material, then the Creditor shall be entitled to recover all costs disbursed by it to its Attorneys in securing compliance with the provision hereof which costs may be taken and recovered on the scale as between a attorney and client and shall include the costs of all necessary attendance's, tracing, opinions given, whether action has been instituted or not, and collection commission.

I / We select as domicilium citandi et executandi:

at which address all notice and communications may be addressed to me / us and I / We agree that all notices addressed to me / us at the said address and dispatched by prepaid registered post shall be deemed to have reached me / us on the second day after the posting.

I / We agree to pay the costs of suretyship including the stamp duty hereon.

I / We are aware that the Creditor shall at its sole discretion be entitled to cede its rights hereunder to any other party, and I / We shall be liable to such cessionary hereunder.

In the event of it being contemplated that more than one party shall execute this document as surety and in the event of such contemplated party or parties omitting to execute the document, then the remaining party or parties who have signed this document shall not withstanding such omissions, remain fully bound in terms hereof and shall be regarded as the sole surety/ies in this deed and shall not be entitled to any remission of any other advantage which may otherwise have enjoyed by reason of the fact that such other contemplated party/ies have omitted to execute this document.

The debtor hereby acknowledges and agrees that Car Towing Services may perform a credit search on the debtor record with one or more registered credit bureau when assessing this application. Furthermore acknowledges that the above information will be relied upon by the supplier in granting credit and consents to the supplier making any enquiries it deems necessary to verify and amplify the information.

THUS DONE and SIGNED at _____ on the _____ day of _____

20 _____

AS WITNESSES:

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Customer Name

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QUESTIONNAIRE FOR CAR TOWING SERVICES EAST (PTY) LTD

Re: **QUESTIONNAIRE FOR AND CONSENT IN TERMS OF THE NATIONAL CREDIT ACT
NO. 34 OF 2005**

Customer Number

Customer Name

- 2.1 Individual. ☐ Partnership ☐ Company ☐ Association ☐
Sole Proprietor ☐ Trust ☐ Close Corporation ☐ Organ of State ☐

2.2 If a trust, specify number of trustees (also in words) _____

3 GROSS ASSET VALUE OF CUSTOMERS *

3.1 > R1,000,000.00 ☐ < R1,000,000.00 ☐

3.2 If greater than R1,000,000.00 specify asset value: R _____

* Preferably as recorded on your balance sheet for the immediate preceding financial year (if available)

4 ANNUAL TURNOVER OF CUSTOMERS *

4.1 > R1,000,000.00 ☐ < R1,000,000.00 ☐

4.2 If greater than R1,000,000.00 specify asset value: R _____

* Preferably as recorded on your balance sheet for the immediate preceding financial year (if available)

5 CONSENT

I/We hereby authorise CAR TOWING SERVICES (PTY) LTD to furnish credit information concerning myself/ourselves to any credit bureau, or to any credit provider seeking trade references, and to request information concerning myself/ourselves from any credit bureau or any credit provider in order for CAR TOWING SERVICES (PTY) LTD to conduct a credit assessment of affordability in respect of myself/ourselves and/or to trace me/us.

I/We hereby certify that the above information is true and correct.

For and on behalf of the Customer referred to in
Paragraph 1 above

Capacity