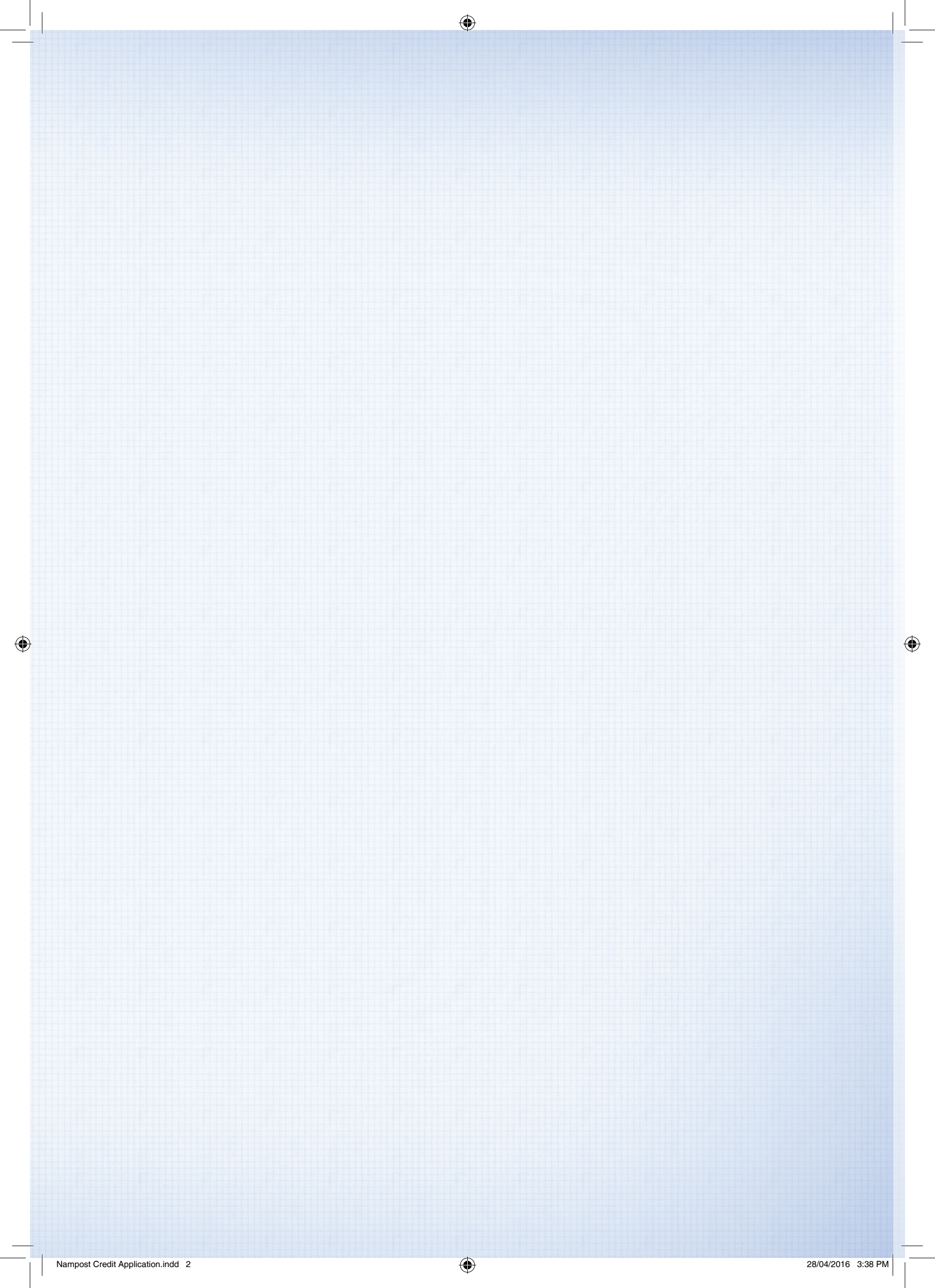


Credit Application

*Application form with
Terms and Conditions*



nampost®



1. FACILITIES APPLIED FOR

☐ Bulk Mail ☐ Hybrid ☐ Remail ☐ Government Mail ☐ Courier ☐ Other

2. PARTICULARS OF APPLICANT

Please Tick one which applies

☐ Sole owner ☐ Partnership ☐ Company ☐ Close Corporation ☐ Other

Name of business	<input type="text"/>		
Trade name	<input type="text"/>		
Nature of business	<input type="text"/>		
Registered office	<input type="text"/>		
Registration number	<input type="text"/>		
Physical business address	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
Postal address	<input type="text"/>		
Telephone number	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fax number	<input type="text"/>	<input type="text"/>	
E-mail address	<input type="text"/>	<input type="text"/>	
Mobile phone number	<input type="text"/>		
Date registered	<input type="text"/>		
Commencement date	<input type="text"/>		
Auditors	<input type="text"/>		

3. DIRECTORS / SHAREHOLDERS / OWNERS / PARTNERS / MEMBERS

Full name of directors/ owners/partners	Identity number	Residential address	Telephone number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

4. Has the Company/CC/Partnership issued/signed any guarantee in favour of creditors ☐ Yes ☐ No

5. Have the Directors/partners/members signed any guarantee in favour of creditors ☐ Yes ☐ No

If yes to 4 and 5, please specify

<input type="text"/>
<input type="text"/>
<input type="text"/>



6. Are your latest financial statements available for inspection

☐

Yes

☐

No

Vat No

7. Name and telephone of contact at accounts department

Name

Telephone number

8. Bank

Branch code

Account Number

9. Preferred payment method

10. TRADE REFERENCES (four references must be given)

Company / business name	Telephone number	Account number	Contact person

11. DETAILS OF PROPERTY OWNED BY COMPANY/CC/PARTNERS/PROPRIETOR/DIRECTOR

Address	Stand no & township	Estimated Valuation	Bond Holder	Amount of Bond	In whose name Property is Registered

12. The anticipated credit purchases per month should be N\$

13. I THE UNDERSIGNED

ID NO

IN MY CAPACITY AS _____ OF THE APPLICANT (duty authorized thereto), AND IN MY PERSONAL CAPACITY
HEREBY:

- Confirm that I am duly authorized by the applicant, by resolution dated the _____ day of _____ 20____
annexed hereto to make this application on its behalf and that the information is true and correct.

- Accept and agree on behalf of the applicant, to the terms and conditions of the agreement as set out in this application
and acknowledge that I have read and understand these terms and conditions.

SIGNED AT: _____ DATE: _____ SIGNATURE: _____



TERMS & CONDITIONS

TERMS AND CONDITIONS OF CREDIT FACILITIES GRANTED BY NAMIBIA POST LIMITED ("NAMPOST")

1. AGREEMENT

The application signed by the customer and granted by NAMPOST, incorporating these terms and conditions as amended or substituted from time to time, will be the entire agreement between the parties relating to the credit facility granted by NAMPOST.

2. INTERPRETATION

- 2.1 The headings to the clauses of this agreement are for reference and convenience purpose only and shall not aid in the interpretation of the clauses to which they related.
- 2.2 In this agreement unless a contrary intention clearly appears-
- 2.2.1 the singular shall include the plural and *vice versa*;
- 2.2.2 words indicating persons shall include partnerships, companies, closed corporations and other legal persons;
- 2.2.3 words indicating the one gender shall import and include the other gender.
- 2.3 The following words shall have the meaning herein assigned to them unless the context indicates otherwise;
- 2.3.1 "**customer**" - means the customer named on the application for credit facilities;
- 2.3.2 "**NAMPOST**" - means Namibia Post Limited;
- 2.3.3 "**overdue account**" - means an invoice that has remained outstanding / unpaid for more than 30 (Thirty) days;
- 2.3.4 "**parties**" - means NAMPOST and the customer;
- 2.3.5 "**Surety**" - means the party executing the Suretyship as Surety and Co-Principal Debtor or each party executing the Suretyship as a Surety and Co-Principal Debtor, as the case may be.

3. GOVERNING LAW

This agreement shall be governed by and construed and interpreted accordance with the laws applicable in the Republic of Namibia.

4. INFORMATION

- 4.1 The customer acknowledges that the information supplied by the customer as appearing on the application form is correct and may be submitted by NAMPOST to any credit reference agency.
- 4.2 NAMPOST may verify the information on the application and may make whatever queries it deems necessary.
- 4.3 The customer shall provide NAMPOST with a letter of good standing from the customer's bank which letter is to be renewed on an annual basis.

5. SECURITY

- 5.1 Customers residing within the borders of the Republic of Namibia shall be required to provide security for the delivery of goods and services by providing to NAMPOST either a bank guarantee or payment of a deposit equal to the amount of the credit limit granted.
- 5.2 Customers not residing within the borders of the Republic of Namibia shall be required to provide security for the rendering of services by paying to NAMPOST a deposit equal to the monthly sales of the customer.
- 5.3 The bank guarantee and/or the balance of deposit (if any) shall only be returned to the customer if the customer's account with NAMPOST has been terminated and all money owned by the customer to NAMPOST and/or any branches of NAMPOST has been settled in full.

- 5.4 Should the customer fail and/or refuse to settle the outstanding account the bank guarantee and/or the deposit may be applied towards settling such outstanding amount.

6. CREDIT TERMS AND LIMITS

- 6.1 The credit terms for mail services rendered in terms of the Universal Postal Union Regulations will be governed by the prescriptions of the Universal Postal Union.
- 6.2 The credit terms of NAMPOST are strictly 30 (Thirty) days from date of issuing of the invoice.
- 6.3 The credit limit of NAMPOST is, in the event of security having been provided, an amount equal to 80% (Eighty Percent) of the total amount of security provided.
- 6.4 In the event of security not having been provided, the credit limit of NAMPOST is an amount equal to 2½ (Two and a half) months' sales to the customer.

7. PAYMENTS

- 7.1 Payment of an invoice is to be effected within 30 (Thirty) days from the date the invoice is issued.
- 7.2 All payments are to be effected at NAMPOST alternatively a branch of NAMPOST.
- 7.3 Payment will not be accepted by any means other than cash, cheque or direct deposit.

8. INTEREST AND OTHER CHARGES

- 8.1 Interest will be charged on overdue accounts at the rate of 2.5% (Two Comma Five percent) per month calculated monthly in arrears.
- 8.2 The customer will pay all expenses incurred by NAMPOST in exercising any rights arising out of any breach of his/her/its obligations, including legal charges as between attorney and own client, collection charges and tracing fees.

9. SUSPENSION AND TERMINATION OF FACILITY

NAMPOST may suspend or terminate the facility and the full outstanding amount shall become immediately payable in full, on demand, upon the happening of any of the following events;

- 9.1 The customer being in default and legal action is instituted against the customer;
- 9.2 an invoice remains unpaid for a period in excess of 3 (Three) months;
- 9.3 the customer voluntarily terminating the credit facility;
- 9.4 the death of the customer;
- 9.5 the customer's cheque being dishonoured by the bank and returned to drawer;
- 9.6 the customer's credit limit or term being exceeded;
- 9.7 any breach of these terms and conditions;
- 9.8 any act of insolvency by the customer and/or the sequestration of his/her estate or any application for such sequestration;
- 9.9 the customer being a company, passes a resolution for winding up or has a receiver appointed over any of its property.

10. NAMPOST'S RIGHT TO VARY THE CREDIT TERMS AND SECURITY REQUIREMENTS

NAMPOST may in its discretion on not less than 30 (Thirty) working day notice change the credit terms and security requirements of a customer.



11. SURETYSHIP AND CO-PRINCIPAL DEBTORS

- 11.1 The Surety(s) do hereby bind and interpose him/her/themselves as Surety(s) and Co-Principal Debtor(s) *in solidum* for the total indebtedness of the customer to NAMPOST and hereby agree and undertake that in the event of the customer failing to pay the debt, to pay the debt of the customer in full.
- 11.2 The Surety, or each Surety if there is more than one Surety, shall be individually and separately bound, regardless of the failure of any other person to sign this Deed of Surety.
- 11.3 No Surety shall be released from this Suretyship or relieved from any obligation hereunder because any other Surety is for any reason not bound by this Suretyship.
- 11.4 Should there be more than one Surety, then each of them separately shall be jointly and severally bound by this Suretyship as Surety and co-principal debtor *in solidum*.
- 11.5 Neither the termination of this Suretyship by any Surety nor the release of any Surety from this Suretyship shall release any other Surety from this Suretyship and each other Surety shall remain fully bound as Surety.
- 11.6 The amount that NAMPOST shall be entitled to recover from the Surety shall be limited to the total amount of indebtedness of the customer to NAMPOST as certified by the General Manager - Finance of NAMPOST, the amount of which shall be *prima facie* proof of the amount due, and shall include any costs of recovery on an attorney and own client scale, including collection commission and interest.
- 11.7 The Surety irrevocably authorizes NAMPOST to apply any money's received by NAMPOST from the customer and/or the Surety against the indebtedness of the customer to NAMPOST in such manner as NAMPOST in its discretion may deem fit.
- 11.8 All admissions or acknowledgement of indebtedness by the customer shall be binding upon the Surety.
- 11.9 The admission to proof of a claim by NAMPOST in the insolvent estate or liquidation or judicial management of the customer shall be deemed, as between the Surety and NAMPOST, to be an acknowledgement of indebtedness in the amount for which such claim is admitted to proof.
- 11.10 The Surety hereby renounces the benefits of excussion and division and all other benefits and legal exceptions that could or might be raised or pleaded by the Surety in answer to any claim by NAMPOST under this Suretyship.
- 11.11 This Suretyship shall be fully enforceable against the Surety regardless of;
- 11.11.1 any negligence or breach of contract on the part of NAMPOST or the customer, or,
- 11.11.2 the non-notification to the Surety of any default, delay, omission or contractual breach on the part of the customer.
- 11.12 This Suretyship shall not be terminated by any intermediate settlement of account, nor by the liquidation or judicial management of the Surety or customer.
- 11.13 No cancellation or variation of this Suretyship shall be of any force or effect whatsoever unless and until it is recorded in writing and signed by or on behalf of NAMPOST and the Surety.

12. CERTIFICATE OF BALANCE

A certificate signed by the General Manager - Finance of NAMPOST, whose appointment need not be proved, as to the amount (including interest) payable by the customer to NAMPOST in respect of the credit facility and/or any other amount shall be *prima facie* proof of the facts stated therein.

13. DOMICILIUM AND NOTICES

- 13.1 The physical address given on the application will be the customers chosen *domicilium citandi et executandi* until the customer notifies NAMPOST in writing of any change of address (which the customer shall be bound to do within 7 (Seven) days of such change occurring) in which event the address so notified shall be considered to the customers chosen *domicilium citandi et executandi*.
- 13.2 Any notice sent by NAMPOST to the customer at his/her/its chosen *domicilium citandi et executandi* shall be deemed to be so received on the seventh day after the date of posting by pre-paid registered post, or on the date of delivery, in the case of delivery otherwise than through the post.

14. CONSENT TO JURISDICTION

The customer hereby consents to the jurisdiction of the Magistrates Court having jurisdiction over her/his/its person in respect of any action by NAMPOST arising from this agreement or the cancellation hereof. The consent does not oust the jurisdiction of another competent court having jurisdiction and NAMPOST shall be entitled in its sole discretion to institute action against the customer in any court of competent jurisdiction. The parties agree that this consent is severable and shall apply even in the event of cancellation of this agreement.

15. NON-VARIATION

- 15.1 This is the entire agreement between the parties relating to the credit facility. The parties acknowledge that there are no oral or collateral written agreements which in any way vary or modify this agreement or suspend the operation or same, there are no implied terms and conditions to be read into this agreement and that the application form was fully completed prior to the signing of this agreement and that the particulars therein are true and correct.
- 15.2 No variation, alteration, consensual cancellation, or novation of or addition to this agreement and no waiver by NAMPOST of any of its rights hereunder and no latitude or indulgence by NAMPOST shall be of any force or effect unless reduced to writing and signed by both NAMPOST and the customer.

16. GENERAL

- 16.1 Should any provision of this agreement be or be retrospectively rendered unlawful then that unlawful provision only shall be deemed to be modified to the extent and in the manner necessary to render it consistent with the enactment rendering it unlawful or if such modification is impossible, be deemed to be severable from the remaining enactment rendering it unlawful or if such modification is impossible, be deemed to be severable from the remaining provisions hereof and *pro non scripto*. In either such event, notwithstanding anything to the contrary herein contained, NAMPOST and the customer respectively shall have all the rights conferred on them by the law rendering such provision unlawful.
- 16.2 If 2 (Two) or more customers sign this agreement, their liability shall be joint and several. If this agreement is not signed by all persons named as customers above or by all partners of the customer (if in partnership) this agreement shall nonetheless be and remain binding on the customers who have signed this agreement or on the customer being a partnership (as the case may be).



EXECUTION

I, the undersigned do hereby agree to be bound by NamPost's standard conditions of sale in addition to the terms and conditions herein contained.

Signed at _____ on this _____ day of _____ 20_____

Full Names of Signatory and capacity

Signature

Witness 1

Witness 2

Signed at _____ on this _____ day of _____ 20_____

Full Names of Signatory and capacity

Signature

Witness 1

Witness 2

Signed at _____ on this _____ day of _____ 20_____

Full Names of Signatory and capacity

Signature

Witness 1

Witness 2



EXECUTION BY SURETY

Surety No.1

Signature: _____

Full names: _____

Identity number / Date of Birth: _____

StreetAddress: _____

Place of Signature: _____

Date of Signature: _____

As Witnesses

Signature: _____

Occupation: _____

Addresses: _____

As Witnesses

Signature: _____

Occupation: _____

Addresses: _____

Consent of spouse married in community of property.

I, the undersigned, being the spouse married in community of property to the above named Surety, do hereby consent to such binding himself/herself as Surety under the foregoing Suretyship.

Signature: _____

Full Names: _____

Street Address of Spouse: _____

Place of Signature: _____

Date of Signature: _____

As Witnesses

Signature: _____

Occupation: _____

Addresses: _____

As Witnesses

Signature: _____

Occupation: _____

Addresses: _____

Surety No.2

Signature: _____

Full names: _____

Identity number / Date of Birth: _____

Street Address: _____

Place of Signature: _____

Date of Signature: _____

As Witnesses

Signature: _____

Occupation: _____

Addresses: _____

As Witnesses

Signature: _____

Occupation: _____

Addresses: _____



Consent of spouse married in community of property.

I, the undersigned, being the spouse married in community of property to the above named Surety, do hereby consent to such binding himself/herself as Surety under the foregoing Suretyship.

Signature: _____

Full Names: _____

Street Address of Spouse: _____

Place of Signature: _____

Date of Signature: _____

As Witnesses

Signature: _____

Occupation: _____

Addresses: _____

As Witnesses

Signature: _____

Occupation: _____

Addresses: _____

FOR OFFICE USE ONLY

Information verified ☐ Yes ☐ No

Rating on credit references _____

ITC Check done ☐ Yes ☐ No

Remarks: _____

LIMIT GRANTED: _____ TERMS GRANTED: _____

RECOMMENDED BY: _____ SIGNATURE: _____ DATE: _____

APPROVED BY: _____ SIGNATURE: _____ DATE: _____

COMPANY STAMP



FOR OFFICE USE ONLY**DOCUMENTS CHECKLIST**

	Yes	No	N/A
Identity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company registration documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Audited IFS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marriage Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank Guarantee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proof of income	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proof of residence/Business address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Six months bank statement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Existing account conducted satisfactorily	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ITC report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>







nampost®

Namibia Post Limited

Registered Office:

Post Office Building

Cnr. Independence & Daniel Munamava streets

PO Box 287

Windhoek

Namibia

www.nampost.com.na