

# fax



**To:** VSP New Business Desk

**Fax number:** 0865 015 046

**Date:**

**From:**

**Contact number:**

**Number of pages:**

**Subject:** Corporate SMS Application Documents

**Reference Number:**

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Please find the following documentation attached, for my new Corporate SMS account:

- Copy of the company registration certificate
- Copy of a director's ID Documentation
- Copy of a cancelled cheque
- Copy of an official order

Sent by (Name) : \_\_\_\_\_  
Contact number : \_\_\_\_\_  
Date : \_\_\_\_\_  
Signature : \_\_\_\_\_



**SURETYSHIP**

I, the undersigned \_\_\_\_\_

(ID number): \_\_\_\_\_ (Please attach Copy of ID)  
do hereby bind myself in favour of Vodacom Service Provider Company (Pty) Ltd (hereinafter called the CREDITOR) as surety for and behalf of

\_\_\_\_\_  
(Applicant's / Business Name – hereinafter called the DEBTOR)  
for the due payment of every sum of money which may now or at any time hereafter be or become owing by the DEBTOR to the CREDITOR arising out of the airtime and/or rental contracts attached hereto and for the due performance of every other obligation, howsoever arising, which the DEBTOR may now or at any time hereafter be or become bound to perform in favour of the CREDITOR arising from such contract.

I hereby agree:

1. That without restricting the generality of anything hereinbefore contained, my liability hereunder shall not be limited to the principal sum of any indebtedness of the DEBTOR to the CREDITOR, but shall also cover all other amounts owing by the DEBTOR to the CREDITOR including but not limited to interest, commission and stamp charges.
2. That it shall at all times be in the discretion of the CREDITOR to determine the extent, nature, duration and term of the airtime and/or handset facilities to be allowed to the DEBTOR.
3. That all admissions or acknowledgements of indebtedness by the DEBTOR shall be binding on me.
4. That a certificate signed by any Director of the CREDITOR as to the existence of the amount of the indebtedness of the DEBTOR to the CREDITOR at any time and as to the fact that the same is due and payable shall be sufficient proof, for the purposes of provisional sentence of summary judgement against me in any competent Court, of the existence of the debts referred to in such certificate, and amount/s owing thereon and the fact that such amount/s is/are liquidated, due and owing and has not been paid.
5. That no extension of time or other indulgence in respect of any payment or performance, no delay or omission in demanding or enforcing any payment or performance, no whole or partial release from liability and no compromise or other arrangement in respect of the extent, amount, duration, reduction or postponement of liability, granted or allowed by the CREDITOR to the DEBTOR or to me and no realisation, release or abandonment (wholly or partially) of any security for any indebtedness covering hereby, shall discharge me from liability.
6. That in the case of death, insolvency or other legal disability of, or any general assignment, compromise, composition, scheme or arrangement entered into by or affecting the debts or obligations of the DEBTOR:-
  - 6.1 The CREDITOR shall be entitled to prove its claim against the Estate concerned or in the winding up, judicial management, assignment, compromise, composition, scheme or arrangement concerned to the full extent of such claim, and neither the proof of such claim nor the expected receipt thereof shall in any way affect or derogate from the CREDITOR'S right to recover from me sum/s for which I may be or become liable to the CREDITOR hereunder.
  - 6.2 Any dividend/s other payment/s actually received by the CREDITOR from the Estate concerned or out of the winding up of a judicial management concern or in terms of such assignment, compromise, composition, scheme or arrangement shall (as far as I will be concerned) be applied on account of the DEBTOR'S indebtedness to the CREDITOR, without releasing me from liability from the CREDITOR for the balance of such indebtedness.

I renounce the benefits of the legal exceptions "excussio", "division", "cessio of action", "non causa debiti", "no value received", "revision of accounts", and "de duobus vel pluribus reis debendi" with the full meanings and effects whereof I declare myself to be acquainted.

I hereby choose domicilium citandi et executandi for the purposes arising out of these presents at:

Surety's Physical Address:

\_\_\_\_\_  
\_\_\_\_\_

Thus done and signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_.

Signed in the presence of the undersigned Witness:

Surety's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness: \_\_\_\_\_ Signature: \_\_\_\_\_