

Suretyship and Indemnity

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Deposit Advantage Helpline 0860 110 313

Suretyship and Indemnity

I/we the undersigned **Surety/Sureties** whose details appear below

Surety 1
(Full name of Surety)

Surety 2
(Full name of Surety)

Surety 3
(Full name of Surety)

Surety 4
(Full name of Surety)

(hereinafter referred to as the **Surety**) do hereby interpose and bind myself/ourselves jointly and severally to and in favour of **LOMBARD INSURANCE COMPANY LIMITED**, Registration No. 1990/001253/06 (hereinafter referred to as "**Lombard**") as **Surety** and co-principal debtor/debtors in solidum with the undermentioned **Applicant/Applicants**

Applicant 1
(Full name of Applicant)

Applicant 2
(Full name of Applicant)

Applicant 3
(Full name of Applicant)

Applicant 4
(Full name of Applicant)

(hereinafter referred to as "**the Applicant/Applicants**")

for the due and timeous payment by the **Applicant/Applicants** of all such sums of money which shall now or may hereafter become owing by the **Applicant/Applicants** to **Lombard**:

1. The **Surety** agrees that it shall be in the entire discretion of **Lombard** to determine the extent, nature and duration of the **Applicant's/Applicants'** indebtedness to it, and furthermore that **Lombard** shall be at liberty without affecting its rights hereunder and without any reference to the **Surety**, to release sureties or any one or more of them from their obligations hereunder and to give time to or compound with or make any other arrangements whatsoever with the **Applicant/Applicants**, or with any other surety for the **Applicant/Applicants**, or to make any material alteration in any contract between the **Applicant/Applicants** and themselves.
2. The **Surety** agrees that in the event of any insolvency or compromise, and payments which **Lombard** may receive from the **Applicant/Applicants** or from any other person shall not prejudice **Lombard's** right to recover from the **Surety** the full amount which may remain owing by the **Applicant/Applicants**.
3. The **Surety** agrees that this Suretyship shall remain in full force as a continuing security notwithstanding any fluctuation in or intermediate settlement of the amount owing by the **Applicant/Applicants** or to **Lombard** and notwithstanding that this Suretyship may on any ground have ceased to be binding.
4. The **Surety** agrees that this Suretyship shall remain in full force until **Lombard** shall have agreed in writing to cancel the Suretyship and that notwithstanding such cancellation, the **Surety** shall be and remain liable for all the obligations of the **Applicant/Applicants** to **Lombard** as at date of cancellation of this Suretyship.
5. The **Surety** agrees that this Suretyship shall be in addition to and without prejudice to any other security which **Lombard** may at any time have for the obligations of the **Applicant/Applicants** and the **Surety** agrees that notwithstanding any payment by the **Surety** to **Lombard**, the **Surety** shall not be entitled to claim cession from **Lombard** of its rights to any other security which **Lombard** may hold and that the **Surety** shall have no recourse against any other party who may have furnished **Lombard** with security for the obligations of the **Applicant/Applicants**.
6. The **Surety** hereby agree/s that any admissions of liability made by the **Applicant/Applicants** shall be binding on the **Surety** and that an extract from **Lombard's** books of account showing the amount then owing to **Lombard** by the **Surety** or a Certificate signed by **Lombard** stating the amount at any time owing to **Lombard** by the **Applicant/Applicants** shall be prima facie proof of the **Surety's** indebtedness under this Suretyship as at that date whether for the purposes of enabling **Lombard** to obtain Provisional Sentence against the **Surety** for the said amount or for any other purpose and the onus shall be on the **Surety** to prove that the amount shown in the Extract or Certificate is not in fact the correct amount owing.
7. No relaxation or indulgence granted by **Lombard** to the **Surety** from time to time shall be deemed to be a waiver of **Lombard's** rights in terms hereof, nor shall any such relaxation or indulgence be deemed to be a novation or waiver of the terms and conditions of the Suretyship.
8. Each clause of the Suretyship is severable, the one from the other and if any clause is found by any competent Court to be defective or unenforceable for any reason whatsoever, the remaining clauses shall continue to be of full force and effect.
9. The provisions hereof comprise the entire terms of the Suretyship given by the **Surety** to **Lombard**, and no cancellation, amendment, addition or alteration of or to the provisions hereof shall be of force and effect unless such cancellation, amendment, addition or alteration is reduced to writing and signed by both parties.
10. In this Suretyship and Indemnity:

10.1 **Applicant** means each person or persons named above as **Applicant/Applicants**.

10.2 **Applicant's Indemnity** means any indemnity or counter-indemnity given by the **Applicant** to **Lombard** in connection with the **Guarantee(s)**.

10.3 **Guarantee(s)** means the **Deposit Advantage Guarantee** and/or **Deposit Advantage Commission Guarantee** issued for and on behalf of the **Applicant** under the Application therefore and in respect of which this Suretyship and Indemnity has been given.

10.4 **Surety** means each person named as **Surety** in this document.

10.5 **Monies guaranteed** means all monies each **Applicant** owes **Lombard**, now or in the future, jointly or severally, actually or contingently and for any reason whatsoever, under **Applicant's** Indemnity.

10.6 **Lombard** means Lombard Insurance Company Limited, Registration No. 1990/001253/06 and includes any person authorised by **Lombard**.

11. By signing this Suretyship and Indemnity each **Surety** requests **Lombard** to issue the **Guarantee(s)** applied for and requested by the **Applicant/s**.

12. This Suretyship and Indemnity:

12.1 is given to **Lombard** in return for **Lombard** acceding to the **Applicant's/Applicants'** application and request to issue and in fact issuing the **Guarantee(s)**.

12.2 is given by the **Surety** jointly with and severally from any other **Surety** whether such other **Surety** is mentioned in this Suretyship or any other Suretyship.

12.3 is unlimited, unconditional and irrevocable and shall remain in force until all the **Monies guaranteed** have been paid to **Lombard** in full.

12.4 may be enforced against each **Surety** without **Lombard** first having to give notice or to make demand upon any **Applicant**.

13. Each **Surety** jointly and severally guarantees to **Lombard** the timely payment of the **Monies guaranteed** and the timely performance of all obligations of each **Applicant's** Indemnity.

14. As a principal obligation, each **Surety** jointly and severally indemnifies **Lombard** against any loss **Lombard** may suffer in connection with the **Guarantee(s)** at any time because:

14.1 an **Applicant** fails to pay **Lombard** the **Monies guaranteed** or to perform its obligations under the **Applicant's/Applicants'** Indemnity; and/or

14.2 **Lombard** is prevented from including or recovering an amount as part of the **Monies guaranteed** by the intervention of any rule of law or equity; and/or

14.3 any payment to **Lombard** is, or is claimed to be, void or voidable or a preference; and/or

14.4 the **Applicant's/Applicants'** Indemnity is void, voidable or unenforceable for any reason; and/or

14.5 any other reason whatsoever.

15. The obligations of each **Surety** and **Lombard's** rights under this Suretyship and Indemnity are not affected by anything that might otherwise affect them at law or in equity.

16. Each **Surety** waives any right which the **Surety** has as **Surety** which at any time may be inconsistent with the provisions of this Suretyship and Indemnity or which would restrict **Lombard's** rights or remedies under it.

Please fax or mail completed application to: **Fax:** 0860 110 308 **Mail:** PostNet Suite #202, Private Bag, X1005, Claremont, 7735

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17. Each **Surety** shall pay **Lombard** for all costs and expenses (including legal costs as between attorney and client, on a full indemnity basis) which **Lombard** incurs in the exercise or enforcement by **Lombard** of any power of remedy under the **Guarantee(s)** and this Suretyship and Indemnity.
18. Any payment under this Suretyship and Indemnity must be made on demand and in the manner notified by **Lombard**.
19. **Lombard** can serve any document on a **Surety** by delivering it to the address of the **Surety** set out below which address shall be deemed to be the **Surety's** chosen domicilium citandi et executandi or such other address as is notified in writing by the **Surety** to **Lombard**.
20. In this Suretyship and Indemnity:
- 20.1 the obligations of each **Surety** under the Indemnity in paragraph 5 above are entirely separate from the obligations of each **Surety** under the Suretyship.
- 20.2 if there is more than one **Surety**, each **Surety** is jointly and severally liable to **Lombard** under this Suretyship and Indemnity.
- 20.3 each **Surety** hereby charges all the **Surety's** current and future interests in the real property in favour of **Lombard** to secure payment of all money the **Surety** owes now or in the future to **Lombard** under this Suretyship and Indemnity.
21. The **Surety** renounces the following benefits, with the meaning and effect whereof the **Surety** declares the **Surety** to be fully acquitted:
- beneficium ordinis seu excussionis**, being the benefit whereby the creditor is obliged to sue and excuss the principal debtor for the security;
- beneficium divisionis**, being the benefit of claiming that the debt shall be paid equally by each **Surety**;
- beneficium novae constitutionis de duobus vel pluribus reis debendi**, being the benefit by which two or more principal debtors can claim release on paying their respective shares;
- non causa debiti**, being as to the cause or origin of the debt;
- non numeratae pecuniae**, being to the effect that the money has not been paid over to the debtor;
- de errore calculi**, being as to the errors of calculation and revision of accounts.

Lombard hereby accepts the benefits of the above Suretyship and Indemnity.

DATED at this
day of 20

Signature

for **Lombard**, who warrants his/her authority hereto.

PRIVACY STATEMENT

Purpose of collection

We (Lombard Insurance Company Limited) collect personal information. This is information or an opinion about a natural person who has put himself/herself forward as a prospective **Surety**, for the purposes of establishing the credit worthiness of the **Surety** or **Sureties** and in order to consider the acceptance or refusal of the Suretyship and Indemnity; and thereafter for the purposes of administering and managing the **Guarantee(s)** and/or Suretyship and/or Indemnity.

The personal information collected may be used or disclosed by us (Lombard Insurance Company Limited) for a secondary purpose related to those purposes listed above.

Disclosure

When necessary or incidental to the purposes shown above, we may disclose your personal information to and receive your personal information from other members of the group of companies to which we belong, your insurance intermediary or our agent, Government bodies, loss assessors, claim investigators, reinsurers, other insurance companies, credit reporting agencies, credit providers, mailing houses, claims reference providers, other service providers, hospitals, medical and health professional, legal and other professional advisers.

Consequences if information is not provided

If you do not furnish us with the information we reasonably request or require, we will be unable to establish your credit worthiness and therefore be unable to consider accepting your Suretyship and Indemnity and therefore unable to approve the guarantee for which the applicant(s) has applied.

This Privacy Statement is issued by Lombard Insurance Company Limited.

Surety details

Surety 1 Name
Address
 Province Postcode

Signed by the **Surety** in the presence of the undersigned witness

Name of witness
(Please print)

On the date of / /

Signature of Surety

Signature of witness

Surety 2 Name

Address
 Province Postcode

Signed by the **Surety** in the presence of the undersigned witness

Name of witness
(Please print)

On the date of / /

Signature of Surety

Signature of witness

Surety 3 Name

Address
 Province Postcode

Signed by the **Surety** in the presence of the undersigned witness

Name of witness
(Please print)

On the date of / /

Signature of Surety

Signature of witness

Surety 4 Name

Address
 Province Postcode

Signed by the **Surety** in the presence of the undersigned witness

Name of witness
(Please print)

On the date of / /

Signature of Surety

Signature of witness

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Person or Corporate applicant details

Type of Applicant (please tick where appropriate): Company Close Corporation Person

Applicant 1

Name
Address
 Province Postcode

Applicant 2

Name
Address
 Province Postcode

Applicant 3

Name
Address
 Province Postcode

Applicant 4

Name
Address
 Province Postcode

Trust applicant details

Name of Trustee
Address of Trustee
 Province Postcode

Name of Trustee
Address of Trustee
 Province Postcode

Name of Trust
Registered address

Reg No.
 Province Postcode

Supporting documents

- Proof of identification - bar-coded ID
- Copies of statements indicating where the funds will come from