



**PURCHASE ORDER FINANCING APPLICATION FORM**

## **PURCHASE ORDER- LOAN APPLICATION FORM**

### **SECTION 1: LOAN APPLICATION AND BUSINESS INFORMATION**

Business Name.....  
 Business Location.....since.....  
 If less than 5 years state previous Plot  
 No.....Business operations  
 started.....

#### **FOR OFFICE USE ONLY**

Loan amount P.....Duration.....Repayment capacity P.....  
 Loan with any FI? *including TOPLEND*: Amount P.....Duration.....instalment P.....  
 Type of Product: Working Capital / GPO/Other .....

### **SECTION 2: APPLICANT PERSONAL DETAILS**

Title : ( Mr. / Mrs. / Miss/Dr.)  
 Full Names.....  
 Marital Status: (Single Widowed Divorced Married O.C.O.P Married C.O.P)  
 Maiden Name (Married Women) .....  
 Date of Birth.....Omang / Passport No.....  
 Nationality.....Other.....

### **SECTION 3: APPLICANT CONTACT DETAILS**

Cell No: ..... Approval notification via sms  
 Telephone (Work)..... (Home)..... Email .....  
 Postal Address.....House/Plot No.....  
 For how long have you been living at the house.....  
 If less than 5 years state previous House/Plot No.....  
 Home Village.....Ward..... Headman.....

### **SECTION 4: APPLICANT BANK DETAILS**

Bank Name.....Branch.....  
 Account Type: Current /Savings /Other.....  
 Account Number.....Since.....

### **SECTION 5: APPLICANT EMPLOYMENT DETAILS**

Name of employer.....  
 Postal Address.....  
 Department Number..... Employee / Payroll No.....Location.....  
 TSM No..... Education Officer Tel. No .....  
 For how long have you been with this employer.....years  
 Supervisor's Name.....Designation.....Tel.....  
 Are you employed on contract basis Yes/No.....If yes, Please state expiry Date: .....  
 Applicant Designation: .....

### **SECTION 6: NEXT OF KIN -1 (if married details of spouse)**

Name.....Relationship.....  
 Place of Employment.....  
 Telephone (Work)..... (Home)..... (Cell).....  
 House / Plot.....Town / Village .....

Home Village.....Ward.....Headman.....

**NEXT OF KIN- 2**

Name.....Relationship.....

Place of Employment.....

Telephone (Work)..... (Home)..... (Cell).....

House / Plot.....Town / Village .....

Home Village.....Ward.....Headman.....

**NEXT OF KIN- 3 (if company details of partner/associate)**

Name.....Relationship.....

Place of Employment.....

Telephone (Work)..... (Home)..... (Cell).....

House / Plot.....Town / Village .....

Home Village.....Ward.....Headman.....

**SECTION 7: BUSINESS TURNOVER AND PURCHASES**
**Turnover/Sales** (specify period if bad/regular/good amount) *to be filled for WC product only.*

Good day/week/month.....

Normal day/week/month.....

Bad day/week/month.....

Purchases			
Product/Type of product	Place	Frequency	Average amount

**CLIENT DECLARATION**

The applicant declares that the information above is true and complete. S/he agrees that the Loan Officer and/or Supervisor visit her/his business and residence in order to carry-out the loan assessment. S/he will give all required information for this purpose. Moreover, the applicant explicitly agrees that TOPLEND. Enquires with third parties information about the applicant, her/his business, if deemed necessary by TOPLEND. The applicant understands that the signature under this loan application does not guarantee approval of the loan application.

**Customer reference consent clause.**

I .....duly authorised to represent [name of MSE].....agrees and authorizes TOPLEND to:-

- Make inquiries from any bank, financial institution or approved credit reference bureau in Botswana or any mentioned referee to confirm any information provided by the customer.
- Seek information from any Bank, financial institution or approved credit reference bureau when assessing the customer at any time during the existence of the customer's account.



- Obtaining from, exchanging with, or disclosing all credit and fraud information relating to the credit applicant to the Credit Reference Databank, banks, financial institutions or credit reference bureau.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

### Applicant addresses

BUSINESS PLACE

HOME PLACE

### 2nd Director addresses *(if two directors)*

BUSINESS PLACE

HOME PLACE

### GPO/PURCHASE ORDER/ WORKING CAPITAL FINANCE CHECKLIST

- ☐ Address Confirmation of all Directors/Authorized Signatories
- ☐ Copy of valid identity card/passport of Directors/Work and Res permits for non-citizens
- ☐ Passport size photo for Directors
- ☐ Board Resolution to borrow for limited liabilities.
- ☐ Certificate of incorporation
- ☐ Memos and articles for limited liability companies
- ☐ Partnership deed for partnerships
- ☐ Bank statements for 6 months (to be provided for both new client and existing client)
- ☐ Lease agreement for business premises.
- ☐ Trading license if it is a trading entity.
- ☐ Latest financial statements (Audited financials if available)
- ☐ Proof of existing and Future business Contracts if any
- ☐ Proof of tender from government signed and stamped *(GPO loan)*

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TOPLEND FINANCING AND LENDING

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## **TERMS & CONDITIONS OF LOAN AGREEMENT**

### **1. Applicability of clauses and interpretation:**

In this agreement,

- 1.1. "the parties" shall mean the Lender and Borrower named on the face of this agreement, their respective cessionaries, successors and assigns;
- 1.2. Unless the context indicates contrary intention, an expression which denotes any gender includes other genders, the singular shall include plural and vice versa and reference to a natural person includes a juristic person or other body with or without legal personality and vice versa;
- 1.3. If more than one person has signed this agreement, their liability shall be joint and severally;
- 1.4. This agreement is binding upon the borrower from date of his signature herein.

### **2. Declaration and acknowledgment:**

- 2.1. The Borrower declares and acknowledges that all particulars and information contained herein, together with all supporting documentation provided is legitimate true and correct;
- 2.2. The Borrower undertakes to notify the Lender immediately in writing of any change of address or particulars;
- 2.3. In the event the Borrower is a company, the Borrower undertakes to notify the Lender of any change of ownership in the company and further acknowledges that the new owner of the company shall be bound by the terms of this agreement and be obliged to effect payment in the terms thereto.

### **3. Payments:**

- 3.1. Unless otherwise agreed in writing, repayment of the loan shall be done on or before the lapse of three (03) months from date the loan is disbursed;
- 3.2. In the event the Borrower defaults in effecting repayment of the loan disbursed in the agreed terms of any amount that has become due, owing and payable to the Lender, then the entire balance outstanding will immediately become due and payable to the Lender without notice to the Borrower.

### **4. Interest:**

- 4.1. Interest on all loans disbursed for a maximum amount of BWP 50,000.00 shall be charged at the rate of 9% of the amount loaned;
- 4.2. Interest on all loans disbursed for an amount above BWP 51,000.00 shall be charged at the rate of 6.50% of the amount loaned
- 4.3 Interest on all loans disbursed for an amount above BWP 199,000.00 shall be charged at the rate of 5% of the amount loaned.

### **5. Breach:**

Should the Borrower,

- 5.1. Default in payment of a portion or the full amount due in terms hereof, or
- 5.2. Have made any incorrect or untrue statement or representation relating to this here agreement or the basis upon which the loan agreement is based,
- 5.3. Fail to observe and or perform any other of the terms, conditions and obligations of the agreement hereof,

Then upon the occurrence of any one or more of the aforementioned events, the Lender shall be entitled, but not obliged, and subject to any applicable laws of Botswana and without prejudice to any rights it may have at law, including the rights to damages, either:

- 1. Claim immediate payment of the full balance outstanding; and/or
- 2. Immediately terminate the agreement and retain any payments made by the Borrower in liquidating the amount owed and claim damages thereto.

## **6. Proof of Amount Due and Owing to Lender**

- 6.1. A certificate issued and signed by any manager or director of the Company reflecting the amount owing by the Borrower to the Lender in relation to the loan agreement shall constitute prima facie proof of debt where the amount of such claim is required to be established and it shall rest entirely with the Borrower to prove otherwise.

## **7. Cession and Assignment**

- 7.1. The Borrower shall not cede any of his rights nor assign of his obligations hereunder without the prior written consent of the Lender.

## **8. Indulgence**

- 8.1. No relaxation, extension of time or indulgence granted by the Lender to the Borrower shall be deemed to affect, prejudice or constitute a waiver of any of the Lender's rights in terms hereof nor shall such conduct be deemed to be a novation of any of the terms and conditions of this agreement.

## **9. Costs**

- 9.1. All costs incurred in any action against the Borrower, including legal costs on an attorney and own client scale and attorney's collection commissions, shall be paid by the Borrower should the Lender be successful in such action or proceedings. The Borrower shall reimburse the Lender for all costs incurred in recovering the amount owed by the Borrower to the Lender, including but not limited to legal costs incurred in proceeding against the Borrower however such costs are incurred and whether they are incurred prior to the institution of the action or after entry of judgment or any other time.

## **10. Entire Agreement**

- 10.1. This agreement including the terms and conditions herein constitutes the entire agreement between the parties;
- 10.2. No agreement at variance with the terms of conditions of this agreement and any consensual cancellation thereof shall be of force and effect unless written and signed by both parties hereto.

## **11. Applicable Law**

11.1. This agreement and all modification and amendments to this agreement shall be governed by and construed under and in accordance with the laws of Botswana.

## 12. Domicillium

12.1. Any notice and communications intended for either party pursuant to this agreement shall be delivered to the addresses provided below. For all purposes of and in connection with this agreement, the parties hereby choose their domicilia citandi et executandi as follows:

12.1.1. Lender:

12.1.2. Borrower:

## 13. Suretyship

13.1. By my signature, I bind myself in my private and individual capacity as surety and co-principal debtor in solidum (jointly and severally) with the Borrower in favour of the Lender for the due performance of any obligation of the Borrower to the Lender and for the payment to the Lender by the Borrower of any amounts which may now be owing or which may in future become owing to the Lender by the Applicant for any cause and including, not limited to, any claims for damages and actions against the Borrower acquired by way of cession.

13.2. This personal guarantee shall be a continuing covering guarantee or surety which may only be cancelled by the Lender in writing.

13.3. Subject to any applicable law, I renounce the benefits of the legal exceptions non numeratae pecuniae, non cause debiti, errore calculi, ordinis nunc excussionis and cession of action with the force, meaning and effect of which I declare myself to be fully acquainted. I bind myself irrevocably to all of the terms and conditions of the agreement.

13.4. I record that if more than one person has signed this personal guarantee, there shall come into existence by each separate signatory to this personal guarantee.

Signed by the Borrower or its duly authorised agent/representative and by me in my personal capacity as guarantor and I warrant that in addition to my signature as guarantor for the Borrower I am authorised to sign on behalf of the Applicant.

Client Signatures: \_\_\_\_\_

Documents checked by: Name and Signature \_\_\_\_\_

Assigned Relationship Officer Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_