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INDIVIDUAL APPLICATION FOR A FACILITY FOR THE ISSUING OF COURT BONDS IN FAVOUR OF THE MASTER OF THE HIGH COURT

1 PERSONAL PARTICULARS

- 1.1 Surname
- 1.2 Full Names
- 1.3 Title
- 1.4 Identity Number
- 1.5 Profession.....
- 1.6 Residential Address
- 1.7 Residential Postal Address
- 1.8 Cell Phone Number
- 1.9 Email address
- 1.10 Home Telephone Number

2 BUSINESS PARTICULARS

- 2.1 Full name of Employer
- 2.2 Business Physical Address
- 2.3 Business Postal Address
- 2.4 Business Telephone Number
- 2.5 Business Fax Number
- 2.6 Email address of the person handling your Invoices and Statements for Court Bonds / Sureties (if not yourself)
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3 EXPERIENCE IN ADMINISTRATION OF TRUSTS

3.1 Please provide experience in administration of Trusts, if any (Period and Type)

3.2 Have you ever been relieved of an appointment or removed as a Trustee? If so, for what reason?

3.3 Please confirm the name of the Attorney Firm assisting in the administering the Trust

3.4 Please state your relationship to the beneficiary of the Trust

4 WARRANTY AND CONDITIONS

I hereby declare that to the best of my knowledge and belief, the information provided in this application is true in every respect, and shall form the basis of the agreement between myself and Guardrisk Insurance Company Limited, (hereinafter Guardrisk)

Should Guardrisk agree to provide me with a court bond facility and act as surety by the issue of a court bond, I hereby undertake and agree that:

- 4.1 The following terms and conditions are agreed as governing the agreement between Guardrisk and myself relating to any court bond suretyships issued by Guardrisk on my behalf ("bonds"):
- 4.2 Should Guardrisk so request, I will be fully compliant in providing them with information and access to records and correspondence relating to each estate/trust insured by Guardrisk, as if Guardrisk were in a similar position to the Master of the High Court or any beneficiary, creditor or heir;
- 4.3 I further agree that the premium as specified by the Master is due on acceptance of surety by the Master of the High Court. Should a surety be in force following the lapse of one year from the inception date, I furthermore agree to pay Guardrisk all renewal premiums for the subsequent years at renewal date.
- 4.4 Premiums are calculated and paid on an annual basis and no pro rata refunds will be paid.
- 4.5 A bond may be increased or reduced at any time but the first annual premium will be calculated and payable on the amount reflected on the bond submitted to the Master of the High Court. Likewise premiums payable on renewals will be calculated and payable according to the highest value of the bond during the annual period.
- 4.6 I will ensure that the bond amount reflects the value of the assets in the Trust insured at any given time and undertake to ensure that all assets within estates are sufficiently insured.
- 4.7 A certificate issued under the hand of a Director of Guardrisk, whose status need not be proved, shall be *prima facie* proof of the facts stated therein relating to any amount owing on a bond. In the event that I dispute the content of the certificate, the onus shall be on me to disprove the content of the certificate.
- 4.8 I hereby consent to the jurisdiction of the Magistrates Court having jurisdiction over me in respect of all legal proceeding, notwithstanding that the value of the matter in dispute might exceed the jurisdiction of the Magistrate Court. Notwithstanding the foregoing, Guardrisk is entitled to institute action in any High Court having jurisdiction.
- 4.9 I choose domicilium citandi at executandi for all purposes, including the giving of any notice, the payment of any sum and the serving of any process, at the address set out in clause 1.7 above of the Application Form.
- 4.10 This document constitutes the sole record of the agreement between myself and Guardrisk in relation to the subject matter hereof. Guardrisk shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This document supersedes and replaces all prior commitments, undertakings or representations, whether oral or written between the parties in respect of the subject matter hereof.
- 4.11 No addition to, variation, novation or agreed cancellation of any provision of this document shall be binding upon Guardrisk unless reduced to writing and signed by or on behalf of Guardrisk.
- 4.12 If there are any material changes to the information contained in this application I will inform Guardrisk with immediate effect.

5 DOCUMENTATION TO ACCOMPANY THE DUELY COMPLETED APPLICATION FORM

5.1 A certified copy of your Identity document

5.2 Please also take note that Guardrisk will assess the content and validity of the information contained in the application form by means of various checks which may include a Credit Search.

Signed at _____ on this ____ day of _____ 201__

Signature of Applicant