Oshakati
TOWN COUNCIL

Head Office:
906 Sam Nujoma Road
Civic Center Oshakati
Namibia
Tel: +264 65 229500
Fax: +264 61 283 5067

VENDOR APPLICATION FOR OPEN MARKET - SPACE/ STALL

Please note:
The application should be accompanied by: i) I.D (certified copy) ii) x2 passport photo iii) Proof of residence

Tick appropriate box

☐ Dr Frans Aupa Indongo market

☐ Others (Specify)……

PART A – PERSONAL PARTICULARS

1. SURNAME: ……

2. FULL NAMES: ……

3. IDENTITY NUMBER: ……

4. MARITAL STATUS: ☐ SINGLE ☐ MARRIED ☐ WIDOW(ER) ☐ DIVORCED

5. LANGUAGE PREFERENCE: ☐ ENGLISH (Mark the appropriate box with "x")
☐ AFRIKAANS/ OSHIWAMBO

6. POSTAL ADDRESS ……

(Home): …… CELLPHONE NO. ……

PART B – LEASE APPLICATION FOR THE STALL

13. AS FROM DATE: …… TO ……

DEMARCATED SPACE/ STALL NUMBER APPLIED FOR: ……

14. TYPE OF SERVICE……

RATE PER MONTH……

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RESIDENTIAL ADDRESS OF THE APPLICANT

15. PLOT / ERF NUMBER……

16. EXISTING ACCOUNT NUMBER…… (ATTACH WATER BILL)

17. ARE YOU THE - ☐ OWNER ☐ TENANT OF THE PROPERTY

18. ADDRESS WHERETO ACCOUNTS MUST BE SENT……

PART C – DECLARATION BY THE TENANT / OCCUPANT

19. I do hereby confirm that the information as stated in this document, is to my knowledge correct and true. I hereby apply for the allocation of a space/stall at Open Market Oshakati. I accept the conditions as stipulated in the regulations and undertake to abide by the said regulations.

Commercial Centre of the North

20. SIGNATURE: _____ DATE: _____

PART D – FOR OFFICIAL USE ONLY

21. NEW/LINKED ACCOUNT NUMBER ……

22. DEPOSIT: RECEIPT NUMBER……

DATE: ……

AMOUNT: N$ ……

23. PROCESSED BY _____

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Oshakati Town Council

Application for allocation of trading space /stall Open Market
Undertaking and indemnity in favour of Oshakati Town Council

1. The Applicant takes notice that the allocation of space / stall will only be made available and allocated after proof is shown that the necessary deposit fees have been paid.

2. The Applicant undertakes to accept the account, for lease and posted to his/her address, as proof of the amount owing. The Applicant undertakes to pay such amount on the due date as indicated on the account. (Normally the 7th day of the month following the rendering of such services). The Applicant furthermore agrees that, on failure to pay an account within the specified period, Oshakati Town Council, or its assignee, will have the right to terminate the allocation availed to the Applicant without any further notice and without detraction from the Council's claim on money due. A Certificate signed by the Manager Finance -Revenue or any Officer duly authorized thereto, stating an amount owing in connection with application and/or services rendered in terms of hereof, shall be *prima facie* proof that such amount is owing and the correctness of such amount.

3. The Applicant also undertakes to submit the prescribed application forms for the termination of lease when the premises are vacated. The Applicant agrees to remain liable for all payments in connection with the services rendered and or consumed until such time as the Town Council has received the application form for termination.

4. The Applicant acknowledges that Oshakati Town Council, or its assignee, will have the right to terminate the rental agreement to the Applicant without any further notice and without detraction from the Council's claim on money due, if it has been found that the allocation, to the Applicant's , has, in any way whatsoever, been obtained on false information or fraudulently The Applicant will be liable for a monthly payment over the period concerned of an amount equal to the average of previous month's accounts, or if this information is not available, an average as determined by the Council which best reflects the usage over the period concerned. The Applicant shall also be liable for the payment of a penalty as reflected in the Council's tariff structure.

5. The Applicant hereby acknowledges that although the Council, its officers, suppliers, or agents will exercise all reasonable care and diligence in availing, the rental stall/ space, such service shall be at the sole risk of the Applicant, and the Council, its officers, suppliers, or agents, do not accept any liability whatsoever.

6. The Applicant hereby indemnifies the Council, its officers, other services suppliers, or agents against any claim by any person whatsoever, and arising from such rendering of a service, or such non- rendering or termination of any service.

7. Should the Applicant be a legal person such as a Company, Close Corporation, Trust etc the person who signs this application hereby accepts co-liability for payment of the amounts due from time to time as co-debtor and shall be severally and jointly be liable for any amounts due in this regard.

8. The applicant herewith irrevocably consents to the jurisdiction of the Magistrate's Court, notwithstanding that the amount of the claim may exceed the jurisdiction of such court, in respect of any claim that maybe instituted because of this application and/or any other service supplied in terms hereof.

9. The Applicant herewith consents and chooses as his/her *domicilium citandi et executandi* the address as provided in this agreement where notices and legal proceedings may be delivered or sent to.

10. The Applicant herewith consents that in the event of the Council instituting legal action to recover any outstanding balance or for any other reason resulting from this application or the supply of any services in terms hereof, he shall be liable to pay all legal fees on an attorney-own-client scale including collection commission and the costs of appointing and/or fees of tracing agents, should it be required.

11. All payments received from a customer shall in the absence of a written instruction, first be allocated towards rates and taxes (if the customer / applicant has one combined consumer account) or PTO fees or, then to sewerage and sanitation/refuse removal, and lastly to rental fees and water supply.

Commercial Centre of the North