soveel meer vir my | so much more for me

Samba

Koöperatief Bpk | Co-operative Ltd

BLOEMFONTEIN
The Blocks / Blok C
H/v Topsy Smith & TT Cloetestr.
Bloemfontein
9300
T: 051 448 0111

KIMBERLEY
Winkel 68
North Cape Mall
Kimberley
8301
T: 053 831 1976/7

PORT ELIZABETH
14-20 Pickering Street
Newton Park,
Gqeberha
6057
T: 053 831 1976/7

For Office Use

Webpage: www.sambakoop.com
E-mail: info@sambakoop.com

APPLICATION FOR A REVOLVING CREDIT ACCOUNT / INCREASE REVOLVING CREDIT LIMIT

(IN TERMS OF THE NATIONAL CREDIT ACT, 34 OF 2005)

Samba is a financial service provider under no 18212 and is also a registered Credit Provider under NCRCP1270 in terms of Sec 40 of the National Credit Act, 34 of 2005. The purpose of this application is to determine if the Applicant qualifies for credit according to the Act.

Complete an application form and return it to Samba, together with your most recent month's bank statement and most recent payslip OR just your most recent payslip, copy of your ID and proof of address, to: finansiering@sambakoop.com

CREDIT APPLICANT'S PERSONAL INFORMATION

Title: Surname:

Full names:

ID No:

Name:

E-mail Address:

E-mail of correspondence and monthly statements: Yes No

Marital status: Married in community of property:

Married out of community of property: Divorced:

Single: Widow/er:

Language Preference: Afr Eng RSA Citizen: Yes No

Cell no: Tel no (h):

Residential address: *Attach the latest proof

Postal code:

Postal address:

Postal code:

EMPLOYER INFORMATION

Employer:

Tel no (w):

Type of employment: Years: Months: Temporary:

Permanent: Self employed: Work for family business:

Occupation:

Do you earn commission: Yes No

INFORMATION OF SPOUSE/PARENT/SURETY

Title: Surname:

Full names:

ID No:

E-mail Address:

E-mail of correspondence and monthly statements: Yes No

Language Preference: Afr Eng RSA Citizen: Yes No

Cell no: Tel no (h):

Employer:

Tel no (w):

Occupation:

Do you earn commission: Yes No

Permanent: Self employed: Work for family business:

REVOLVING CREDIT LIMIT

The Applicant herewith applies for a revolving credit account:

Credit limit required: R

Monthly instalment: R

(only if you prefer to pay more that the prescribed minimum of 5% of the outstanding balance)

Purpose of Revolving Credit Account:

AUTHORISED CARD HOLDERS

The credit Applicant authorizes the Credit Provider to issue the following cards on this account:

Spouse's Initials:

Surname:

ID No:

Cell no:

CREDIT AND PAYMENT HISTORY

	Applicant		Spouse/Parent/Surety	
1. Are you an unemancipated minor?	Yes	No	Yes	No
2. Are you or have you ever been mentally unfit declared in the High Court of South Africa?	Yes	No	Yes	No
3. Have you ever been sequestrated or provisionally sequestrated in the High Court of South Africa or are there any proceedings pending for the sequestration of your estate?	Yes	No	Yes	No
4. Are you currently under an administration order in terms of Section 74(1) of the Magistrate's Court Act?	Yes	No	Yes	No
5. Are you currently under or have you ever applied for debt review?	Yes	No	Yes	No
6. Do you have a re-arranged agreement in place with any Credit Provider as a result of any debt counselling?	Yes	No	Yes	No
7. Are you currently in arrears with payments on all your credit transactions?	Yes	No	Yes	No
8. Have you in the past year neglected and/or failed to make two (2) payments on any of your credit accounts?	Yes	No	Yes	No
9. Have you in the past two (2) years been placed on terms for payment of any credit accounts?	Yes	No	Yes	No
10. Has any of your vehicles under Installment Sales Agreement (ISA) been repossessed in the past two (2) years?	Yes	No	Yes	No
11. Have u received any Section 129 notices in terms of the National Credit Act, 34 of 2005 in the past two (2) years?	Yes	No	Yes	No
12. Will the payment of your account include cash amounts of more than R50 000?	Yes	No	Yes	No
13. Have you held any leadership position on a high level of any political party or government institution?	Yes	No	Yes	No
14. Are you a close relative of a person holding a high level position in any political party or government institution?	Yes	No	Yes	No

If you have answered yes to question 13 or 14, please indicate the following:

Source of Prosperity

Source of income:

Applicant's initial.....Spouse/Parent/Surety.....

AFFORDABILITY ASSESSMENT

Married in community of property, Married out of community of property with or without the accrual system or in the event of the Applicant being a student, this must be completed by either the spouse/parent(s)/guardian(s)(must be completed by both the Applicant, spouse, parent(s) or guardian(s)

	MONTHLY INCOME	APPLICANT	SPOUSE/PARENT/SURETY
	Gross Salary	R	R
	Rent	R	R
	Pension	R	R
	Interest	R	R
	Other Income:	R	R
		R	R
A	**TOTAL INCOME**	**R**	**R**

	DEDUCTIONS FROM SALARY	APPLICANT	SPOUSE/PARENT/SURETY
	Medical Aid	R	R
	Pension	R	R
	PAYE	R	R
	UIF	R	R
	Other	R	R
	SUB-TOTAL	**R**	**R**
B	**NET INCOME**	**R**	**R**

	MONTHLY COMMITMENTS	APPLICANT	SPOUSE/PARENT/SURETY
	Rent	R	R
	Municipality: Electricity	R	R
	Municipality: Rates & Water	R	R
	Telephone/Cellphone	R	R
	Salary Domestic workers	R	R
	Maintenance	R	R
	School / University Fees	R	R
	Short Term Insurance	R	R
	Policies	R	R
	Medical Aid	R	R
	Bank Charges	R	R
	Transport	R	R
	Groceries	R	R
	Internet services	R	R
	Security	R	R
	Other expenses:	R	R
C	**SUB-TOTAL**	**R**	**R**

	MONTHLY REPAYMENTS	APPLICANT	SPOUSE/PARENT/SURETY	ALLOWED LIMIT	CREDITOR
	Overdraft	R	R	R	
		R	R	R	
	Bond Repayment	R	R	R	
		R	R	R	
	Personal Loans	R	R	R	
		R	R	R	
		R	R	R	
	Vehicle Finance	R	R	R	
		R	R	R	
	Credit Cards / Micro Loans	R	R	R	
		R	R	R	
		R	R	R	
	Clothing Accounts	R	R	R	
		R	R	R	
		R	R	R	
	Furniture Accounts	R	R	R	
D	**SUB-TOTAL**	**R**	**R**		

E	**AVAILABLE INCOME (B-C-D)**	**R**	**R**

	SAMBA ACCOUNT	APPLICANT	SPOUSE/PARENT/SURETY	BALANCE	LIMIT
	General Samba Account	**R**	**R**	**R**	**R**
	Revolving Credit Account	**R**	**R**	**R**	**R**
	Municipal Administration	**R**	**R**	**R**	**R**
	Provident Fund	**R**	**R**	**R**	
	Installment Sales Agreement	**R**	**R**	**R**	
	Loan	**R**	**R**	**R**	
	Short Term Insurance	**R**	**R**		
	Debit orders	**R**	**R**		
	Funeral Fund and Group Insurance	**R**	**R**		
F	**SUB-TOTAL**	**R**	**R**		

G	**SAMBA AVAILABLE INCOME (E-F)**	**R**	**R**

AFFORDABILITY ASSESSMENT

FIXED ASSETS: APPLICANT		
Physical Address	**Market Value**	**Current Outstanding Balance**

FIXED ASSETS: SPOUSE/PARENT/SURETY		
Physical Address	**Market Value**	**Current Outstanding Balance**

MOVABLE ASSETS: APPLICANT	
Description	**Market Value**

MOVABLE ASSETS: SPOUSE/PARENT/SURETY	
Description	**Market Value**

What convinced the applicant to apply?

SMS ☐ E-Mail ☐ Newsletter ☐ Media ☐ Contacted ☐ Other _____

The applicant and/or spouse and/or parent and/or surety agrees, warrants and confirms that:

1. The Information in this document is true, acurrate and that he and/or she has not withheld any information. Furthermore, that his and/or her attention was drawn to the provisions of Section 89(3) of the Act;
2. He and/or she hereby applies for a loan (credit agreement) and fully understands the implecations, risks due to credit as well as the terms and conditions hereof and that it was thus explained to him and/or her. Furthermore that he and/or she accepts the costs of the proposed credit, as well as the rights and obligations of the applicant of a credit agreement, as contemplated in Section 81(2)(a)(i) of the Act:
3. The credit provider may reject this application for a loan in terms of Section 60(2) of the Act or that the credit provider may grant an amount accourding to the affordability assessment;
4. The applicant and/or spouse and/or surety consents that the Credit provider may check his/her financial position with any credit reference agency (Experian search) or other credit providers for the purpose of this application and future use and verify all information supplied on this application form and future forms, at any stage prior, during of after

Signed at _____

on this_____**day of**_____**,20**___**.**

APPLICANT _____

APPLICANT'S SPOUSE/ PARENT/SURETY _____

COST OF CREDIT

*The following cost is inclusive of VAT and can be charged from time to time by the Credit provider

Card fees
Card/Administation fee per annum
R414.00* per card
Card fee for replacement of card
R85.00* per card
Postal fee for card
R41.70* per post
Delivery Fee
Courier cost per quote*
R50* per Samba delivery
R41.70 per post
Payment cost (if applicable)
Payment at Post Office
R12.89* per payment
Payment at Shoprite Checkers
R6.00* per payment
Cash payment at any Shoprite Checkers
R6.00 + 0.50%* of payment amount
Debit card payments at Credit Provider's office
0.98%* of payment amount
Credit card payments at Credit Provider's office
2.19%* of payment amount
Default administrative cost
Unpaid debit orders
R100.00* per unpaid item
Unpaid payments at the Post Office
R38.00* per unpaid item
Postage for sec 129 notice
R41.70*
Fee for Sec 129 notice for claims up to R100 000
R41.04*
Fee for Sec 129 notice for claims above R100 000
R53.58*
Interest rate
Any amount not paid by the due date shall bear interest at **18% per** annum or such other percentage as permitted by the National Credit Act, which interest will be added monthly in arrears to the balance from month to month.
Any amount that is handed to the Credit Provider's attorney for collection due to non-payment, shall bear interest from the date of handover
of **24 % per** annum or such other percentage as permitted by the National Credit Act, which interest will be added to the balance monthly in arrears from month to month.
SMS-service
Cost per sms enquiry
R1.50* per enquiry
(cost will be charged by the Applicant's service provider)
Bonus
The Applicant as Samba member will not earn any bonus on amounts not paid on the prescribed due date.

TERMS AND CONDITIONS

1. **DEFINITIONS:**

1.1 **THE CREDIT PROVIDER:**
Samba Co-operative Limited, situated at The Blocks | Block C; C/o Topsy Smith &, T T Cloete St, Bloemfontein

1.2 **THE APPLICANT IS:**
The person who applied for the loan, who accepts the quotation and whom is entitled to utilize the loan amount, which also includes the spouse if married in community of property or any person who co-signs this Agreement.

1.3 **PURCHASE LIMIT:**
The maximum amount that the Credit Provider authorized the Applicant to purchase for in any trading period in relation to the quotation, as accepted by the Credit Provider.

1.4 **TRADING PERIOD:**
The trading period starts on the 16th day of each recurring month and expires on the 15th day of the following month, or any other date as determined by the Credit Provider.

1.5 **SETTLEMENT DATE :**
On or before the 5th of each month which follows the closing of the previous month's trading period. Should the 5ht fall on a Saturday, Sunday or Public holidays, the following working day would be considered as the last pay date.

1.6 **THE SUPPLIER:**
Any supplier of goods and/or services with whom the Credit Provider has contracted as a designated supplier to the Applicant.

1.7 **THE ACT:**
The National Credit Act, No 34 of 2005 (as amended).

1.8 **WRITTEN NOTICE:**
A notice which is posted via registered post, faxed, emailed or personally delivered to the Credit Provider by the Applicant or vice versa.

1.9 **QUOTATION:**
The written quote (purchase limit) provided under this credit agreement as required by the Act, which quote forms part of the agreement between the Credit Provider and Applicant when accepted in writing or via voice recording or when the Applicant start to use/utilize the revolving credit card.

1.10 **THE STATUTE:**
The registered Memorandum of Incorporation and Statute of the Credit Provider as Co-operative.

1.11 **ACCOUNT LIMIT:**
The maximum amount that the Credit Provider allows the Applicant's Samba account to consist of, which amount includes the monthly purchases according to the Applicant's purchase limit, amount in respect of short term insurance, life assurance, municipal account and all other payment that the Applicant does via his/her Samba account as well as all provident fund contributions, loan, ISA and budget instalments to be charged to the consumer's monthly statement.

1.12 **GENERAL SAMBA ACCOUNT:**
Means the agreement for membership that the Applicant and the Credit Provider concluded and all the terms and conditions applicable on the agreement.

2. **CARD USAGE:**

2.1 The use of a samba card is limited to the conditions as described below:

2.1.1 For purchases on this account the Applicant must take use of a revolving credit card which will be issued to him after approval of the application.

2.1.2 The use of the card is limited to the cardholders (the Applicant and persons to whom additional cards were supplied on request of the Applicant). The Applicant is responsible for all purchases made on any of the cards relating to his/her account.

2.1.3 The card holder must sign the card on receipt with a ballpoint pen in the designated area.

2.1.4 The card shall at all times remain the property of the Credit Provider and the Applicant shall be obliged to surrender and return to the Credit Provider any card issued on his/her account, for any reason whatsoever, forthwith upon demand by the Credit Provider.

2.1.5 The card holder may not distance him/herself of any of his/her rights or responsibilities with regards to the card and or usage thereof and may not transfer it.

2.1.6 The approved monthly purchase limit may not be exceeded without the consent of the Credit Provider. However, if the limit is exceeded the Applicant is still liable for the payment of the entire account to the Credit Provider.

2.2 The following costs will be recovered by the Credit Provider

2.2.1 An administrative fee or cards fee determined on a yearly basis. The administrative fee or card fee per card for 2026 is R414.00*.

2.2.2 The fee for the replacement of a card is R100.00*.

2.2.3 A postal fee of R41.70* will be charged.

2.3 The use of the revolving credit card is limited to the purchase of goods at a Samba supplier or the payment of services rendered by a Samba supplier. If the revolving credit card is used for anything other than the above, an irregularity will be created.

2.4 If the Applicant uses his/her Samba card at a supplier with whom Samba has not contracted with, the Applicant authorises the Credit Provider to provide his/her contact details to the supplier in order to enable the supplier to arrange for alternative payment with the Applicant for that transaction.

3. **CREDIT LIFE INSURAN:**

3.1 All safety precaution should be taken by the Applicant with regards to the loss and/or theft of the card that was issued on his/her account.

3.2 In the event of theft or loss of the card or if it comes to the Applicant's attention that the card has been used by a person other than the Applicant, the Applicant shall be obliged to forthwith notify the Credit Provider immediately. If this information was submitted verbally, the Credit Provider reserves that right to request a written notice confirming the aforementioned statement before issuing a replacement card.

3.3 In the event of theft or loss of the card or if it comes to the Applicant's attention that the card has been used by a person other than the Applicant, the Applicant shall be obliged to forthwith notify the Credit Provider immediately. If this information was submitted verbally, the Credit Provider reserves that right to request a written notice confirming the aforementioned statement before issuing a replacement card.

3.4 The Applicant confirms and accepts that it is his/her duty to report the card or cards as set out in paragraph 3.3 and that the Applicant's will still be responsible for any and all purchase made with the card/cards, if the Applicant did not report the card/cards as required in paragraph 3.2 and 3.3The terms and conditions applicable on the credit life insurance must be read and understood in full by the Applicant, where after the Applicant can decide whether to apply for cover.

4. **ACCOUNT STATEMENTS:**

4.1 The Credit Provider will at the election of the Applicant, post or e-mail an account statement on a monthly basis.

4.2 It is the Applicant's responsibility to ensure that he/she has received his/her monthly statement and if not, it is his/her responsibility to notify the Credit Provider.

4.3 If payment is made by way of posting a cheque or post order, all risks, including and not limited to theft or loss of the cheque or post order, are carried by the Applicant, irrespective if it was caused by the negligence of the Credit Provider or any of his employees.

4.4 It is a specific provision of his agreement that it is the Applicant's duty to make sure that his/her monthly statements are correct and contain all the transactions.

4.5 A repayment of at least 5%* of the outstanding balance after each month's purchases with finance charges or R25.00*, whichever is the highest, or any such higher instalment as arranged by the Applicant's general Samba account.

5. **CERTIFICATE OF BALANCE:**

5.1 A Certificate of balance, signed by the Credit Provider (or its agent whose appointment, qualification and/or authority need not be proved) as to the amount of the Applicant's indebtedness hereunder or that of the Applicant to the Credit Provider at the date of that certificate shall be:

5.1.1 Prima facie proof of the Applicant's indebtedness to the Credit Provider of the amount shown on the certificate of balance, and;

5.1.2 Prima facie binding on the Applicant in any proceeding instituted by the Credit Provider in any competent Court to obtain default judgment against the Applicant.

6. **CLAIM AND DISPUTES:**

6.1 If any errors or irregularities are observed by the Applicant with regards to the account, the Applicant must bring it to the Credit Provider's attention before 2nd of the following month. If the error was made by a supplier, the matter must be taken up with the last mentioned and a request must be made for the error or irregularity to be corrected. The Credit Provider cannot undertake to amend errors in the member's behalf.

6.2 In case where the Applicant contest his liability for any purchase or the legitimacy of a purchases, the Credit Provider will withdraw and the Supplier must settle the dispute with the Applicant.

7. **PAYMENT CONDITIONS:**

7.1 The Applicant will make payment of the full amount payable on the 5th monthly. If payment is made after the 5th of the said month, no bonus will be awarded to the Applicant and will the Deferred bonus applicable be awarded to other members who their account on or before the settlement date.

7.2 The following costs, if applicable, will be recovered by the Credit Provider payable on the 5th monthly:

7.2.1 Cash payments at the office
1% of payment amount*

7.2.2 All payments made at Post Office
R12.89 per payment*

7.2.3. All payments made at Shoprite
R6.00 per payment*

7.2.4. Debit card payments made at office
0.98% of payment amount*

7.2.5. Credit card payments made at office
2.19% of payment amount*

8. **DEFAULT ADMINISTRATION COST:**

8.1 Should the Applicant omit to settle his account within the prescribed period, as defined herein, the following costs will be payable to the Credit Provider:

8.1.1 Unpaid debit order or cheques: R100.00*

8.1.2 Unpaid Post Office payment: R38.00*

8.2 Should the Applicant omit to settle his account, as defined herein, the Applicant forfeits his bonus on that amount.

9. **INTEREST AND LEVIES:**

9.1 Finance charges of 16%* per annum calculated backward monthly on the outstanding amount or such interest rate as determined by the Board of Directors of the Credit Provider from time to time.

9.2 The Applicant is liable for payment with regards to interest on any overdue amounts of which the interest rate is determined from time to time by the Credit Provider's Board of Directors and will be debited to the Applicant's account monthly.

9.3 If payment is made after the 5th, or such a day which is determined from time to time of the said month, and subject to the provisions made in paragraph 9.2, the following provisions have been made:

9.3.1 The Credit Provider is entitled to 18%* interest per annum on the outstanding balance, or such other percentage as decided by the Credit Provider or as permitted by the National Credit Act, added backwards monthly to the balance from month to month.

9.3.2 Notwithstanding sub-paragraph 9.3.1, account that were handed over to attorneys for collection, will be debited at an interest rate of 24%* per annum, or such a percentage decided upon by the Credit Provider or as permitted by the National Credit Act.

10. **DEFAULT BY THE APPLICANT:**

10.1 If an Applicant's purchase facility is cancelled due to non-payment or other irregularity, no bonus will be paid to the Applicant.

10.2 The parties agree that the claim reason (cause of action) for this agreement originates at the place where and when the Credit Provider becomes aware of the Applicant's acceptance of the quotation.

10.3 If the Applicant breaches any of the terms and conditions as described herein, the Applicant will forfeit all benefits and monies, including the annual bonus and his share in the Deferred bonus payment fund, as reserved by the Credit Provider.

10.4 The Credit Provider reserves the right to cancel the revolving credit account as well as the revolving credit cards, if the Applicant breach the terms and conditions of this Agreement.

10.5 Any of the following will place the Applicant in default with regards to this agreement, should the Applicant neglect and/or refuse to rectify said default within ten (10) days of the delivery of the prescribed notice by the Credit Provider to do so:

10.5.1 10.5.1. should the Applicant neglect or refuse to pay any amount in terms of this agreement or any other amount owing by the Applicant to the Credit Provider on the date it is due and payable; or

10.5.2 the Applicant commits a breach of any other provision of this agreement, whether such breach is material or not; or

10.6 When the Applicant is in default of this agreement then the Credit Provider may:

10.6.1 claim immediate repayment of the full outstanding balance; or

10.6.2 terminate this agreement, upon which all amounts whatsoever owing to the Credit Provider by the Applicant shall then forthwith be payable in full.

11. **LEGAL FEES:**

11.1 In the event that the Credit Provider is necessitated to hand an account over to the attorneys due to non-payment or any other reason, the following will apply:

11.1.1 The Applicant agrees to the Jurisdiction of the Magistrate's Court and agrees to be liable for all legal fees, including attorney fees on an attorney-client-scale, plus commission on all payments made after the matter was referred to an external debt collection company or attorney. The Applicant agrees to be liable for all tracing fees and default administration.

11.1.2 If court proceedings originates from this agreement, the Applicant will agree to the Jurisdiction of the relevant Magistrate's Court, irrespective of the amount.

11.2 The Applicant grants the right to the Credit Provider to appoint a tracing agent if the Applicant is in default in terms of this agreement and the Credit Provider are unable to find the Applicant.

12. **RETRACTION AND TERMINATION:**

12.1 The Credit Provider reserves the right to retract the card, revoke the card facility, decrease the relevant purchase limit on the card or decline any further debit on the Applicant's account at any time and may demand the Applicant to surrender the card. The total outstanding balance on the account is immediately payable to the Credit Provider are unable to find the Applicant.

12.2 The Credit Provider is entitled to terminate this agreement in case of the Applicant's non-compliance with any of the terms of the agreement. Upon such termination, the full amount outstanding is immediately due and payable.

12.3 This credit agreement will continue for an indefinite period, but is subject to the provisions contained herein, and that it is provided that the Credit Provider may cancel the credit facility with at least ten (10) business days notice to the Applicant before the credit facility is closed.

12.4 In the event of termination of this credit agreement, all outstanding amounts on the revolving credit account will be transferred to the Applicant's current general Samba account with monthly charges as per the credit agreement.

12.5 12.5. If the Applicant make a payment arrangement, after the Applicant's account was closed with the Credit Provider to pay the outstanding amount over a period of time, this does not mean that the Applicant's account is open or the Applicant's credit facility is recovered.

12.6 The Credit Provider may approach the court for an order in terms of which this agreement can be enforced, if the Applicant is at the time more than twenty (20) business days in default and if at least ten (10)business days has already expired after the notice or default letter as delivered to the Applicant (the 10-day period may run concurrently with the 20-day period) and if the Applicant fails to respond to the default letter or rejecting the Credit Provider's proposals.

13. **ADMINISTRATION COST AFTER RETRACTION:**

13.1 A postal fee for Section 129 notice of R41.70 will be charged*.

13.2 A fee for Section 129 notice for a claim up to R100,000.00 of R41.04 (VAT inclusive) *.

13.3 A fee for Section 129 notice for a claim above R100,000.00 of R53.58 (VAT inclusive)*.

14. **OTHER RIGHTS:**

14.1 The parties choose the following addresses for all communications, service of notice with regards to legal proceedings which may follow due to this agreement:

14.1.1 The Credit Provider nominates the address as stated on page 1 of this agreement;

14.1.2 The Applicant nominates the following address:

If the address is not completed, the Applicant nominates the address as stated on page 1 of this application.

14.1.3 Any of the parties may change the nominated addresses to another address by way of written notice to the other party of this agreement, on condition that such notice is received by such party at least 10 (ten) business days prior to the change thereof.

14.1.4 It remains the Applicant' duty to inform the Credit Provider in writing of any change in address and/or change of personal details.

15. **ENTIRE AGREEMENT AND INTERPRETATION :**

15.1 This applicant for a revolving credit account constitutes the entire agreement between the Credit Provider and Applicant and nothing at variance with the terms hereof shall be binding unless reduced to writing and signed by or on behalf of the Credit Provider and Applicant.The headnotes are for reference only and shall not affect the interpretation of the clauses to which they relate.

15.2 The headnotes are for reference only and shall not affect the interpretation of the clauses to which they relate.

15.3 No latitude, extension of time or other indulgence which may be given or allowed by the Credit Provider to the Applicant in respect of any payment provided for in this agreement or the performance of any other obligations hereunder shall under any circumstances operate as a waiver or a novation of, or otherwise affect any of the Credit Provider's rights in terms of or arising out of this bond, or preclude the Credit Provider from enforcing at any time and without notice, strict and punctual compliance with each and every provision or terms hereof.

16. **CREDIT BUREAU:**

The Applicant confirms that he/she is aware of and gives permission to the following:

16.1 The Credit Provider may supply the credit bureau, known as Experian with informing relating to the application, opening and

closing of an account and Experian can make the information known to other registered credit providers and to Experian Credit Bureau clients for the prescribed reasons.

16.2 Breaching of the terms conditions are defined in the credit agreement will be referred to the abovementioned Credit Bureau and Experian may supply other registered credit providers and Experian clients for the prescribed reasons with the relevant information.

16.3 The Credit Bureau supplies a credit profile and debt score of the Applicant's creditability.

16.4 The Credit Bureau that will be informed is Experian, Experian House, 3 Neutron Ave, Technopark, Stellenbosh, 7600. Call office: 0861514131.

16.5 The Applicant is entitled to contact the relevant credit bureau and request that his record be made available to him/her. The Applicant may insist that inaccurate information be amended by contacting Experian call office at 0861514131.

16.6 The Credit Provider will inform the Applicant at least twenty (20) business days beforehand by means of a notice addressed to the address (CLAUSE 14) of the Applicant, of his intention to send unfavorable information to any credit bureau. Any information sent to the Credit Bureau in this manner, will be available to all signatories of the relevant Credit Bureau.

17. **APPLICANT'S RIGHTS:**

17.1 The monthly purchase limit, as per the quotation that is supplied to the Applicant, will be allocated to him/her. If the Applicant would like to increase his/her purchase limit at any time, he/she may apply in writing to the Credit Provider and such an application will be considered as soon as a new financial assessment has been completed by the Credit Provider.

17.2 An Applicant may, in terms of sub-regulation 10A of the Act and whose application for credit was refused, at any time lodge a complaint in terms of Section 134 or 136 with the Credit Provider for dispute resolution.

17.2.1 The Credit Provider must attempt to resolve the complaint within fourteen (14) business days after receiving notification of the complaint from the ombud in terms of Section 134 of the Act.

17.2.2 If the grievance is not addressed by the Credit Provider within the period referred to in sub-regulation 10A(15), the Applicant can approach the National Credit Regulator.

17.2.3 The National Credit Regulator must resolve the complaint within seven (7) business days.

17.2.4 If the National Credit Regulator issues a notice of non-referral in response to a complaint, the Applicant may refer the matter directly to the National consumer Tribunal, subject to its rules of procedure.

17.3 If the Applicant requested the Credit Provider to automatically increase his purchase limit from time to time, the Credit Provider will increase it according to the relevant Act.

17.4 The Applicant will receive an annual bonus as stated by the Credit Provider in terms of the Memorandum of incorporation and statue of Credit Provider. This bonus is based in contributions made via purchases during the course of the Credit Provider's financial year, which dates are September to August and will commence as a credit on the following November's statement.

17.5 The Credit Provider will make regular contributions at his absolute discretion to the Applicant's Deferred bonus payment fund in terms of the Establishment act and statue of the Credit Provider. The funds reserved in the Applicant's deferred bonus payment fund will be paid to the Applicant on termination of membership, except if the membership was terminated by the Credit Provider due to any negligence in terms of the agreement by the Applicant.

17.6 The Applicant may from time to time request a "List of Suppliers" of accredited suppliers.

17.7 The Applicant is entitled to tender the Revolving credit card to the Supplier instead of making a payment, and subject to paragraphs 6 and 17.6 the Credit Provider is compelled to make payment of the purchases made by the Applicant to the relevant supplier.

17.8 The Credit Provider is not compelled to make payment to any supplier that is not defined as a contracted supplier to the relevant Credit Provider.

17.9 The Applicant can apply for a revolving credit account after 12 months of membership and if it is approved, the monthly instalment will be debited to the Applicant general Samba account.

17.10 The Applicant may at any time by means of a written notice request the Credit Provider to reduce the purchase limit under the credit agreement.

17.11 The Applicant is entitled to do the following:

17.11.1 To apply at a debt counsellor to declare that the Applicant has too much debt.

17.11.2 To resolve a complaint with regards to the Credit Provider by means of an alternative dispute settlement.

17.11.3 Submit a complaint against the Credit Provider with the National Credit Regulator

17.11.4 Lodge an applicant with the Tribunal.

17.12 The Applicant places it on record and confirms that he/she has been informed that the contact details for the

17.12.1 National Credit Regulator and Tribunal are as follows:
127 15th Street, Randjiespark, Midrand, Tel: 011 5542600,
Fax: 011 4846122, Call center: 0860 627 627 of 0860 NCR NCR,
Email: info@ncr.org.za or complaints@ncr.org.za,
Website: www.ncr.org.za National Consumer Tribunal: 012 663 5615 (t) or email Registry@thenct.org.za

17.12.2 Credit Ombudsman is: Fern Ridge Office Park, 5 Hunter Street, Johannesburg, Call centrum 0861 662837 of 0861 OMBUDS, Email: ombud@creditombud.org.za, website: www.creditombud.org.za

17.13 If the Applicant fails to make payment under this agreement, the Credit Provider will give written notice to the Applicant and propose that the Applicant refer the agreement to a debt counsellor with the intention to solve or to agree on a plan to bring the payment up to date.

17.14 If the Applicant applied for debt review in terms of Section 86 of the Act, and the review is not finalized within 60 business days after the Applicant applied for the debt review, the Credit Provider may send a notice, terminating the debt review in terms of Section 86 (10) of the Act.

18. **APPLICANT'S OBLIGATIONS:**

18.1 The monthly statement serves as prima facie proof of the Applicant's obligations towards the Credit Provider with regards to the purchases made and the Applicant hereby undertakes that the onus is on the Applicant to prove the contrary.

18.2 The Applicant guarantees and undertakes not to exceed the designated purchase limit as set out in the quotation.

18.3 If the Applicant does not handle his/her revolving credit account according to the conditions and to the satisfaction of the Credit Provider, the Credit Provider shall be entitled to collect the remaining balance on the revolving credit account immediately.

18.4 The approved purchase limit may not be exceeded and any excess of the limit will be debited to the Applicant's ordinary general monthly Samba account.

18.5 If the Applicant's credit facilities or membership with the Credit Provider is canceled or suspended, the outstanding balance of the account with finance charges will immediately become payable.

18.6 The member will not be entitled to recall or cancel a transaction done on the revolving credit card afterwards. If a dispute should arise regarding the validity of a card or in connection with an article, such dispute will have to be settled between the Applicant and the supplier.

18.7 The Credit Provider has the right to turn down in its absolute discretion any application for a revolving credit account.

18.8 The Applicant agrees to pay to the Credit Provider all cost contained in the quote and in this credit agreement and as contained in the credit receiver's monthly statement from time to time which will include administrative costs and interest explained.

18.9 The Applicant undertakes to pay to the Credit Provider any amount that the Credit Provider paid to the supplier for purchases made by the Applicant or any other person as defined in Sections 2.1.1, which amount will be paid to the Credit Provider before or on the payment date. This obligation to make this payment to the Credit Provider, is unconditional and irrevocable, regardless if:

18.9.1 the Applicant or any other person has made the payment with revolving credit card;

18.9.2 the recorded amount regarding such purchase is correct of not;

18.9.3 there is a dispute between the Applicant and the Credit Provider;

18.9.4 the supplier is entitled to receive the payment from other sources.

19. **FOR AND ON BEHALF OF LEGAL ENTITIES:**

If the Applicant in term hereof is a Close Corporation, Private or Public Company, Trust or any other legal entity, the person who signed the application form and quote on behalf of the entity warrants that he/she is duly authorized to do so and he/she accepts liability as surety and co-principal debtor of the relevant entity for the payment of the amount due under this agreement.

20. **PROVISIONS OF THE STATE:**

The Applicant acknowledges and accepts that the provisions of the Statute of the Credit Provider, together with the terms and conditions of the credit agreement is applicable on the Applicant because of his/her membership to the Cooperative.

21. **CONTACT DETAILS & COMPLAINTS PROCEDURE:**

Samba Co-Operative key individual and representative:
Mr. Louis Nel
PO Box 911, Bloemfontein, 9301
Tel: 072 444 9164
Email: louis@phoenixconsult.co.za

Samba Co-operative Compliance Officer:
Mr. Johan le Roux
Corlinlaan 7, Arbortum, Bloemfontein,
Tel: 051-4018300
The Ombudsman
Private Bag X45
Claremont 7735
Share Cell: 0860 703 236
Tel: 021-657 5000
Fax: 021-674 0957
Email: info@ombud.co.za
Ombudsman for Financial Service
Posbus 74571
Lynnwood Ridge 0040
Tel: 021-470 9080
Share Cell: 0860 324 766 (0860 FAISOM) FAX: 072-348 3447 Email: info@faisombud.co.za

☐ I/We hereby confirm that I/we have fully read, understood, and accepted the terms and conditions as set out above and agree to be bound by them.

*Costs and interest may change from time to time as determined by the Credit Provider.

OFFICE USE

Date: _____ Approved/Declined: _____

Reason for rejection: _____

Purchase limit granted: R _____

Account limit granted: R _____

REMARKS

Staff member preparing application: _____

Date: _____ Signature: _____

Proof of ID:	Yes / No
Proof of address:	Yes / No
Customer politically connected:	Yes / No
Is proposed transaction in line with our knowledge of customer and in line with normal business practice:	Yes / No
Any remarks or extra ordinary circumstances that must be reported:	Yes / No
Does the personal details of the prospective client reflect on the Targeted Financial Sanctions list (TFS)	Yes / No

Other Remarks: Manager risk assessment:
Conditions:
Recommendations:
Marketing: