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 MEMBERSHIP AND CREDIT

(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. Underwritten by African Unity Life Ltd, a licensed life insurer and authorised financial services provider, FSP 8447.

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: application@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:

APPLICATION: BANK DEBITORDER

The credit Applicant authorises the Credit Provider to deduct the total amount due monthly from the following bank account:

Bank:

Account Number:

Branch code:

Type of account:

Date on which your account must be debited:

25 26 27 28 29 30 31 1 2 3 4 5

CREDIT LIMIT

Purchase limit required R:

Account limit required R:

Mark appropriate answer

Would you prefer to be considered for an annual automatic credit limit increase of 10%? Yes No

DETAILS OF NEXT OF KIN NOT LIVING IN

The information is used exclusively for service purposes and will not be used for marketing purposes.

Full names:

Surname:

Cell no:

Relationship:

Full names:

Surname:

Cell no:

Relationship:

AUTHORISED CARD HOLDERS

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

Spouse:Initials:

Surname:

ID No:

Cell no:

Other: Initials:

Surname:

ID No:

Cell no:

Other: Initials:

Surname:

ID No:

Cell no:

AFFORDABILITY ASSESSMENT

Married in community of property, married out of community of property or in the event of the applicant being a student, this must be completed by both the applicant, spouse/parent/surety
Description of your source of income that will finance the payment of your account: _____

	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**		

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**

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 reposessed 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:

The Applicant and/or Spouse and/or Parent and/or Surety agrees, warrants and confirms that:

1. The information in this document is true, accurate, complete and that he and/or she has not withheld any information. Furthermore, he and/or she drew attention to the provisions of Section 89(3) of the Act;
2. He and/or she applies for a Samba account and fully understands the implications, risks due to credit as well as the terms and conditions here of and that it was thus explained, 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. Samba may reject this application for a Samba account in terms of Section 60(2) of the Act or that Samba may grant a credit limit according to the affordability assessment;
4. The Applicant and/or Spouse and/or Surety consents that the Credit Provider may check his and/or her financial position with any credit reference agency (Experian search) or other Credit Providers and verify all information supplied regarding this application and for future use.

Signed at _____

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

APPLICANT _____

APPLICANT'S SPOUSE/PARENT/ SURETY _____

WHERE DID YOU HERE ABOUT US?

Advertisement:

Promotions:

Radio:

Webpage:

Other:

Member:

Name & Surname:

Cell No:

Member No:

The Applicant takes note that the Credit provider pays a recruitment fee of R300 to the above if the Applicant's application is approved by the Credit Provider and if the Applicant accepted the quotation.

MARKETING OPTIONS

In terms of the National Credit Act, the Credit Provider is required to request that you confirm whether you want to be included/excluded from telemarking campaigns by or on behalf of Samba or whether you want to be included in any mass distribution of emails or sms messages conducted by Samba.

We request that you mark the appropriate space:

Would you prefer to be contacted telephonically by Samba regarding additional services and benefits that Samba offers to members?	Yes		No	
Would you prefer to receive information how to earn extra bonus on your short term insurance?	Yes		No	
	VIA SMS		VIA E-Mail	
Would you prefer to receive information about new Samba suppliers?	Yes	No	Yes	No
Would you prefer to receive information about special offers at Samba?	Yes	No	Yes	No
Would you prefer to receive information about special offers from Samba suppliers?	Yes	No	Yes	No
Would you prefer to receive general information about Samba?	Yes	No	Yes	No
			VIA E-Mail	
Would you prefer to receive Samba's monthly newsletter via e-mail?			Yes	No

PLEASE NOTE

1. If you have chosen YES to any of the above options, you can still change your option in future by sending the word STOP via sms or e-mail to the Credit Provider.
2. If you have chosen NO on certain of the above options, it may happen that you do not receive important information from the Credit Provider.
3. If you have marked option 5 YES, you will be receiving information for which the Samba supplier has paid and Samba does not accept any responsibility for the content of that presentation and it does not reflect the views of Samba.
4. It is the Credit Provider's policy not to sell or to distribute client listing.

PROTECTION OF PERSONAL INFORMATION – Act 4 of 2013 (POPIA)PERMISSION FORM

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.

DETAILS

Title: _____ Surname: _____

Full names: _____

Responsible Party Samba	Samba Co-operative Limited
Email	ceo@sambakoop.com
Samba Tel No	051 448 0111
Samba Information Officer	Me. Riana Wessels

Samba Co-Operative Limited ("Samba") understands that your personal information is important to you, therefore your privacy is equally important to us and we are committed to protect your personal information by processing it in a legal manner.

PERMISSION TO PROCESS YOUR PERSONAL INFORMATION WITH THE OBJECTIVE TO FACILITATE THE SERVICES:

In terms of all credit products and all accompanying services that Samba offers to its members:

THE SERVICES

- to verify your identity;
- to process your application and future accounts;
- to confirm, verify and update your detail;
- to use your personal information in Samba's risk models and to compile a profile that will help us with risk management and to offer you the best product offering that we can;
- to comply with any legal or regulatory requirements; and
- to inform you of any new products or developments that might be of interest to you.

DISCLOSURE IN TERMS OF POPIA

YOUR RIGHTS

- to be notified that personal information is being collected or that your personal information has been accessed or acquired by unauthorised persons;
- to request access to your personal information held by any Responsible Party;
- to request the correction, destruction or deletion of your personal information;
- to object to the processing of your personal information; (please note that your application/credit facility cannot proceed should you object to the collection and processing of your personal information);
- not to have your personal information processed for purposes of direct marketing by means of unsolicited electronic communication unless you have provided consent

DISCLOSURE IN TERMS OF POPIA

- not to be subject to a decision solely based on the basis of automated processing of your personal information;
- to submit a complaint to Samba's Information Officer, should you not be satisfied with the outcome you are entitled to submit your complaint to the Information Regulator; and
- to institute civil proceedings regarding the alleged interference with the protection of your personal information.

PURPOSE

Your personal information is collected, processed and will be recorded and stored for purposes of facilitating the conclusion of the application for the product(s) you have applied for as well as maintaining and managing your Samba account.

INFORMATION SHARING

- Samba will not share your information with any third party unless it is for purposes of facilitating the conclusion of this application for credit and managing your Samba account. Samba may therefore with your permission, disclose your information to any of our legitimate business partners should it be necessary and complementary to the purpose of maintaining your Samba account.
- Where information is shared, we will take all precautions to ensure that the third party will treat your information with the same level of protection as required by us. Your information may be hosted on servers managed by a third-party service provider which may be located outside of South Africa.

I HAVE READ AND UNDERSTAND THE DISCLOSURES

Samba Member Signature: _____

Spouse/Parent/Surety Signature: _____

Date: _____

COST OF CREDIT

*The following cost is inclusive of VAT and can be changed from time to time by the Credit Provider:

Shares
5 shares of R1.00 each (once-off)
R5.00
Card fees
Card/Administration fee per annum
R414.00* per card
Card fee for replacement of card
R85.00* per card
Delivery fee
Courier cost per quote*
R50*per Samba delivery
R41.70* per post
Payment cost
The following costs (if applicable) will be recovered by the Credit Provider.:
Payment at Post Office
R12.89* per payment
Payment at any 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 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 t he National Credit Ac t, 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
(cost will be charged by the Applicant's service provider)
R1.50* per enquiry
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

1.2 **The Applicant is:**
The person who applied for the Samba membership and credit facility, who accepts the quotation and who is entitled to utilize the credit facility, which also includes the spouse if married in community of property or any person who co-signs this Agreement. The Applicant is also the consumer as referred to in the Act.

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 Applicant.

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's directors.

1.5 **Settlement date:**
On or before the 5th of each month, which date follows the closing of the previous month's trading period. Should the 5th fall on a Saturday or Public Holiday, 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 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 Samba card.

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

1.11 **Account limit:**

1.12 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 accounts 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 Applicant's monthly statement.

2. **CARD USAGE:**

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

2.1.1 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.

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

2.1.3 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.

2.1.4 The cardholder 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.

2.1.5 The approved monthly purchase and account 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:
5 shares of R1.00 each (once off)*

2.2.1 An administrative fee or card 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 R85.00*.

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

2.3 The use of a Samba card is limited to the purchase of goods at a Samba supplier or the payment of services rendered by a Samba supplier. If the Samba 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. **CARD PROTECTION:**

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

3.2 In the event of theft or loss of the card/s or if it comes to the Applicant's attention that the card/s 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 the right to request a written notice confirming the afore mentioned statement before issuing a replacement card.

3.3 In the event of theft or loss of the card/s or if it comes to the Applicant's attention that the card/s has/have been used by a person other than the Applicant, the Credit Provider is obliged to notify Nedbank, the Credit Provider's agent, on toll free number 0800110929 immediately.

3.4 The Applicant confirms and accept's that it is his/her duty to report the card or cards as set out in paragraph 3.2 and that the Applicant will still be responsible for any and all purchases made with the card/cards, if the Applicant did not report the card/s as required in paragraph 3.2 and 3.3.

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

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 judgment against the Applicant.

6. **CLAIMS 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 the 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. Samba cannot undertake to amend errors on the members' behalf.

6.2 In a case where the Applicant contests his liability for any purchase or the legitimacy of a purchase, 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, with the first payment to be made on the 5th day of the month following the date of signature of the agreement. If payment is made after the 5th of the said month, no bonus will be awarded to the Applicant. If payment is made via internet, the Samba member number must be used as reference and the proof of payment must be provided to the Credit Provider.

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

7.2.1 Payment made at Post Office R12.89 per payment*

7.2.2 Payments made at Shoprite Checkers R6.00 per payment*

7.2.3 Cash payments made at Shoprite Checkers R6.00 + 0.50% of payment amount*

7.2.4 Debit card payments at Credit Provider's office 0.98% of payment amount*

7.2.5 Credit card payments at Credit Provider's office 2.19% of payment amount*

8. **ADMINISTRATION COST OF OMISSION:**

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: R100.00*

8.1.2 Unpaid Post Office payment: R38.00*

8.2 Should the Applicant omit to settle his/her account, a s defined

herein, the Applicant forfeits his/her bonus on that amount.

9. **INTEREST AND LEVIES:**

9.1 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.

9.2 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 9.1, the following provisions have been made:

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

9.2.2 Notwithstanding sub-paragraph 9.2.1, accounts 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.

9.2.3 The Applicant acknowlegdes that no interest will be paid on advanced account payments.

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 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 Samba account as well as the Samba cards, if the Applicant breaches 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 10 (ten) days of the delivery of the prescribed notice by the Credit Provider to do so:

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.

10.6 If 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 cost.

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. This will not prevent the Credit Provider to institute action in the High Court if necessary.

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 if the card facility is revoked.

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 If the Applicant makes 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 was 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 R1 00,000 of R41.04 (VAT included)*

13.3 A fee for Section 129 notice for a claim above R100,000 of R53.58 (VAT included)*

14. **ADDRESS:**

14.1 The parties choose the following addresses for all communications, service of notices 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 above 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's 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 application for membership and credit constitutes the entire agreement between the Credit Provider and Applicant, 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.

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 give permission to the following:

16.1 The Credit Provider may supply the credit bureau, known as Experian, with information relating to the application, opening and closing of an account and the 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 and conditions as 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 census of the Applicant's creditability.

16.4 The Credit Bureau that will be informed is Experian, Experian House, 3 Neutron Ave, Technopark, Stellenbosch, 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. 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 20 (twenty) working 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 and account limit, as per the quotation that is supplied to the Applicant, will be allocated to the Applicant. If the Applicant would like to increase his/her purchase or account 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. The application to increase a limit does not coincide with the automatic annual increase of the Applicant's purchase or account limit and if the Applicant applies for the increase in the designated area on the application form, the Credit Provider may decline or accept the request at his absolute discretion.

17.2 An Applicant, in terms of sub-regulation 10A of the Act, whose application for credit was refused, may 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. 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/her purchase and account 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 Establishment's Act and the Credit Provider's Statute. This bonus is based on 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 Memorandum of Incorporation and Credit Provider's Statute. 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 Samba Suppliers with whom the Credit Provider is contracted.

17.7 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.

17.8 The Applicant can apply for a budget facility, loan or ISA after six (6) months of membership and if it is approved, the monthly instalment will be debited to the Applicant's general Samba account.

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

17.10 The Applicant is entitled to do the following:

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

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

17.10.3 Submit a complaint against the Credit Provider with the National Credit Regulator.

17.10.4 Lodge an application with the Tribunal.

17.11 The Applicant places it on record and confirms that he\she has been informed that the contact details for the:

17.11.1 National Credit Regulator and Tribunal are as follows: 127 5th Street, Randjiespark, Midrand, Tel: 011 554 2600, Fax: 011 484 6122, Call centre: 086 062 7627 of 0860 NCR NCR, Email: info@ncr.org.za of complaints@ncr.org.za, Website: www.ncr.org.za. National Consumer Tribunal: 012 663 5615 (t) or Email: Registry@thenct.org.za,

17.11.2 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.

17.11.3 Ombudsman for financial services is: PO Box 74571, Lynwood Ridge, 0040, Tel: 012 470 9080, Share call: 086 032 4766 (0860 FAISOM), Email: info@faisombud.co.za

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

17.13 If the Applicant applied for debt review in terms of Section 86 of the Act, and the review is not finalized within sixty (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 credit limit as set out in the quotation.

18.3 If the Applicant does not handle his/her Samba 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 Samba account immediately.

18.4 The approved purchase and account 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 cancelled 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 Samba 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 membership and credit account.

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

18.9 The Applicant undertakes to pay to the Credit Provider any amounts that the Credit Provider paid to the suppliers for purchases made by the Applicant or any other person as defined in paragraph 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 the Samba card;

18.9.2 the recorded amount regarding such purchase is correct or 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:**

19.1 If the Applicant in terms 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 STATUTE:**

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

☐ 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.

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 GROUP LIFE INSURANCE AND/OR FUNERAL COVER

Title: Surname:

Full names:

ID No:

Samba Member Number:

Samba Koöperatief Beperk Registration number 2001/000003/24

GROUP LIFE INSURANCE: UNDERWRITTEN BY AFRICAN UNITY LIFE LTD, A LICENSED LONG TERM INSURER AND AN AUTHORIZED FINANCIAL SERVICES PROVIDER, FSP 8447 (**ONLY FOR APPLICANTS UNDER AND INCLUDING 45 YEARS OF AGE**)

1.1 The premium is payable up to and till the date of the consumer or supplementary consumer's death of the date that the cover is cancelled. The value of the insurance cover reduces over time and will only be deter mined on the date of death of the consumer and/or the supplementary consumer as indicated in the table below.

1.2 The Applicant agrees that a quarterly premium will be added to his/her account and undertakes to settle this premium as long as the Applicant has a credit facility with the Credit Provider.

1.3 A waiting period of twelve (12) calendar months in the case of suicide applies as from the scheme entry date. However, should the cause of death be due to an accident the waiting period will not apply provied that the first premium has been received by the Insurer.

1.4 If the Applicant passes away the Credit Provider will pay the amount payable in terms of the policy to the next of kin or to the estate's executor at the Credit Provider's registered office, with the understanding that the balance payable to the Credit Provider at the time of passing will be calculated against the insured policy amount and the remainder will be paid to the estate's executor. The insured amount is calculated as shown in the table below.

A consumer will only be allowed to increase his/her benefit once a year in writing by choosing one of the available benefit options. For any amendments the following terms and conditions will apply:

i) The consumer must be 45 years or younger of age on the date that the newly elected benefit category comes into effect

ii) The newly elected benefit category will only come into effect twelve (12) calendar months in the case of suicide after the date of its implementation. During the waiting period the previous benefit category will apply. However, should the consumer / supplementary consumer die due to an accident the waiting period will not apply provided that the first premium has been received by the Insurer, the claim will be settled by the Insurer according to the newly elected benefit category

LIFE COVER IN RAND VALUE ACCORDING TO THE AGE OF THE INSURED AT PASSING (R6.00 PER UNIT*)

Quantity of Units	Premium for units	Under 30 years	30–39 years	40–49 years	50–59 years	60 years and older
2	12.00	11 100	8 300	5 100	3 100	1 600
3	18.00	16 600	12 500	7 700	4 600	2 400
4	24.00	22 200	16 600	10 200	6 200	3 200
5	30.00	27 700	20 800	12 800	7 700	4 000
6	33.00	33 200	25 000	15 300	9 300	4 800
7	39.00	38 800	29 100	17 900	10 800	5 600
8	45.00	44 300	33 200	20 400	12 400	6 400
9	51.00	49 900	37 400	23 000	13 900	7 200
10	57.00	55 400	41 500	25 600	15 400	8 000
11	63.00	60 900	45 700	28 100	17 000	8 800

GROUP FUNERAL INSURANCE: UNDERWRITTEN BY AFRICAN UNITY LIFE LTD, A LICENSED LIFE INSURER AND AN AUTHORIZED FINANCIAL SERVICES PROVIDER, FSP 8447 (ONLY FOR APPLICANTS UNDER 60 YEARS OF AGE)

FAMILY FUNERAL POLICY

2.1 Consumers who participate in the group funeral insurance scheme and any member of their immediate family i.e. the consumer's spouse and/or any minor single dependent children (including legally adopted children) qualify for this insurance cover.

2.2 Death benefits
On death of the participant AFRICAN UNITY LIFE will pay the following maximum cash amount

COVER		
PRINCIPAL MEMBER		R 22 470.00*
SPOUSE		R 22 470.00*
CHILDREN:	14 years and older	R 22 470.00*
	6 years and older, but younger than 14 years	R 11 500.00*
	1 year and older, but younger than 6 years	R 6 070.00*
	Younger than 1 year (including stillborn)	R 6 070.00*

QUARTERLY PREMIUM*	
Younger than 50 years	R 270.00*
50 years and older, but younger than 55 years	R 429.00*
55 years and older, but younger than 60 years	R 531.00*

The Applicant confirms that he/she wants to apply for the following as endorsed by African Unity Life:

Funeral Cover Yes No INITIAL _____

Group Insurance Yes No INITIAL _____

Number of Units _____ INITIAL _____

2.3 The premium is payable up to and till the date of the consumer's death thereafter the current cover at the same quarterly premium can be transferred to the surviving spouse by completing a written application. AFRICAN UNITY LIFE reserves the right to decline the transfer of cover.

2.4 A waiting period of twelve (12) calendar months in the case of suicide applies as from the entry date of the policy. However, should the cause of death be an accident the waiting period will not apply provided that the first premium has been received by the Insurer. Details of immediate family members requiring funeral cover:

Surname	First Name	Gender (M/V)	Identity Number

*Cost, fees and Interest rates are subject to change as determined by the Credit Provider. Applications is subject to approval. Samba Co-operative Limited is an authorised Financial Service Provider (Nr.18212) and a registered credit provider (NCRCP1270). Terms and Conditions apply.

3. GENERAL CONDITIONS OF THE GROUP FUNERAL INSURANCE

3.1 The consumer agrees that a quarterly premium may be added to his/her account and undertakes to pay the premium when due and for as long as he/she remains a member of Samba or the cover is cancelled. Failure to pay the premium for 2 consecutive months will result in the policy lapsing as per Rule 15A of the Policyholder Protection Rules.

3.2 These schemes or any policies issued in terms of these schemes have no surrender value.

3.3 AFRICAN UNITY LIFE LTD (the insurer) has the right to alter the terms, conditions and premiums of the schemes with a 31 calendar day notice.

3.4 It is a condition of any payment made by the consumer that:

i) Any payment received from the consumer will firstly be appropriated to their Samba purchase account and any other amounts due to Samba and shall only be considered to be paid if the consumer's Samba account is settled in full.

ii) If a consumer's membership is terminated in any manner whatsoever, the consumer will not be entitled to any refund of premiums already paid.

3.5 The premiums are payable quarterly and will, once collected from the consumer, be paid to AFRICAN UNITY LIFE (the Insurer) by Samba.

3.6 The following terms and conditions are applicable to Section 20 and 21 of this application form. Information in terms of Section 5 to 9 of the FAIS Act is also included.

3.7 The Applicant understands that the Group and Funeral insurance is available on a basis of no advice, despite the fact that the Credit Provider might have provided factual information regarding this policy

3.8 The Applicant understands that relating to the policy:

3.8.1 A full analysis in respect of the Applicant referred to in subsection (8)(1)(b) of the General Code of Conduct for FSP's could not be undertaken;

3.8.2 There may be limitations on the appropriateness of the policy; and

3.8.3 The Applicant should take particular care to consider on its own whether the policy is appropriate considering the Applicant's objectives, financial situation and particular needs.

3.9 The Credit Provider will only be acting in the capacity of an intermediary and no advice will be given to the Applicant with regards to the abovementioned policies.

3.10 he Credit Provider has the necessary fidelity cover needed in terms of legislation.

3.11 The authorized representative of the Credit Provider that is licensed to provide intermediary services, has given a mandate to the personnel of the Credit Provider to provide the necessary administrative services that may lead the Applicant to become part of the Samba group and funeral insurance.

3.12 Commission for the provision of the intermediary services as percentage of the total premiums are payable to Samba as follows:

3.12.1 On the group insurance: a maximum of 7.5%, subject to the provisions of the Long Term Insurance Act, Act 52 of 1998;

3.12.2 On the Funeral fund: 20% plus VAT, subject to the provisions of the Long Term Insurance Act, Act 52 of 1998.

Insurance is subject to the Insurer accepting, at its own discretion, the application made herein by the applicant proposed Principal Insured

CONTACT DETAILS & COMPLAINTS PROCEDURE

Samba Co-Operative key individual and representative:
Mr. Louis Nel
PO Box 911
Bloemfontein, 9300
Tel: 072 444 9164
E-mail: louis@phoenixconsult.co.za

JJ Ferreira (Compliance Officer)
Chief Compliance Officer
African Unity Life Ltd
Tel: 086 123 4555
Fax: 021-180 4725

African Unity Life Complaints Resolution Office
109 Jip de Jager Drive
Springfield Office Park
Bellville, 7530
Tel: 086 123 4555
Fax: 021 180 4725
Email: complaints@africanunity.co.za

Samba Co-operative Compliance Officer:
Mr. Johan le Roux
Masthead
7 Collins Avenue
Arboretum
Bloemfontein
9301

African Unity Life contact persons:
Mr. Charles Brunette
Client Services Consultant
Tel: 086 123 4555
Email: Charles.Brunette@africanunity.co.za
109 Jip de Jager Drive
Springfield Office Park
Bellville 7530
Postal address:
P.O. Box 4061
7550
Webadres: www.africanunitylife.co.za

The Ombudsman
Private Bag x45
Claremont 7735
Share call: 0860 103 236
Tel: 021-657 5000
Fax: 021-674 0951
E-mail: info@ombud.co.za

Ombudsman for Financial Services
PO Box 74571
Lynnwood Ridge
0040
Tel: 012-470 9080
E-mail: info@faisombud.co.za
Share call: 0860 324 766 (0860 FAISOM)
Fax: 012-3483447

The Registrar of Long term Insurance
Financial Services Board
PO Box 35655
Menlo Park
0102
Tel: 012-428 8000
Fax: 012-347 0221

Signed at _____

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

Signature Member _____

Signature Spouse/Parent/Surety _____

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: