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 INSTALLMENT SALES AGREEMENT

(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:

APPLICATION

The credit Applicants applies for a instalment sales agreement as follows:

Purchase amount: R

Deposit:

Period: Months

Description of article

Vendor

Interest rate: Fixed: Linked:

INITIATION FEE

Initiation fee is a fee charged for the preparation costs of the Agreement. The Applicant has the option of either paying this fee upfront or having it included in the principal debt. If it is included in the principal debt, interest will be charged on the initiation fee.

Mark appropriate answer with an "X":

Does the Applicant want the initiation fee to be included in the principal debt? Yes No

(If answer is no, the Applicant has to pay it upfront).

CREDIT LIFE INSURANCE

It is a requirement of the Credit Provider that if this applicantion is approved and the total debt is R50 000 or more, the Applivant has to provide the Credit Provider with proof of the credit life insurance to the amount of the outstanding debt. Indicate which credit life insurance will be provided if the Applicant are interested in insurance:

African Unity Life Credit Life Insurance: Yes No

(Death cover under this policy ceases at the end of the month in which the life Insured is 70 years)

If you take the African Unity Life Credit life insurance,would you like us to e-mail the policy document to you? Yes No

E-mail:

Other institution Yes No

Name of insurer:

Life policy ceded Yes No

Name of insurer:

The consumer confirms that he/she was informed that he/she has the right to waive the proposed African Unity Life Credit Life Insurance and that he/she could replace it with a policy of choice if he/she is interested in insurance, but that the Credit Provider then require certain written prescriptions as required by the National Credit Act 34 of 2005 (as amended from time to time).

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 (C-D-E)**	**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 _____

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:

COST OF CREDIT

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

Initiation fee (if applicable)
R0.00

Interest rate
12.5%* per annum form
Financing charges of **12.5% per annum** calculated monthly in arrears or such interest as determined time to time by the Credit Provider or as permitted by the National Credit Act, will be charged on the outstanding balance and will be added to the outstanding balance.

Any amount which is transferred to the applicant General Samba account and not paid on the prescribed payment date shall bear interest from the date of non-payment of **18% per annum** or such other percentages as permitted by the National Credit Act, which interest will be balance monthly in arrears from month to month.

Any amount that is handed to the Credit Provider's attorney for collections 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.

Payment coats
The following cost, if applicable will be recoverd by the Credit Provider when the application pay the instalment as part of the applicant's general Samba account:

Payment Costs
All payments made at the Post Office
R12.89* per payment
All payments made at Shoprite Checkers
R6.00* per payment
Cash payment at any Shoprite Checkers
R6.00 + 0.50%* of payment amount
Debit card payments made at Credit Provider's Office
0.98%* of the payment amount
Credit Card payments made the Credit Provider's Office
2.19%* of the payment amount

Default administrative cost
Unpaid cheques and 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*

TERMS AND CONDITIONS

1. **DEFINITIONS:**

1.1 **The Credit Provider:**
Samba Co-operative Limited, situated at The Blocks, Block C, C/o Topsy Smith & TT Cloete Street, Langenhoven Park, Bloemfontein

1.2 **The Applicant:**
The person who applied for the installment sales agreement, accepted the quotation and whom is entitled to use the amount approved in terms of the instalment sales agreement application, which includes the spouse if married in community of property or any person who signed jointly with the Applicant or as surety. It is also the person who is referred to in the Act as the consumer.

1.3 **Instalment sales agreement account:**
The account in the Applicant's name opened at the Credit Provider to which the Credit Provider will debit all the amounts as set out in the quotation.

1.4 **Loss payee:**
Means a party to whom an insurance settlement must be paid, which in the context of the Agreement is the Credit Provider.

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

1.6 **Principal Debt:**
Means the amount that is deferred and on which interest is calculated as set out in the quotation. It consists of the amount advanced, the initiation fee (if applicable and if not paid upfront), and any other costs including interest which are added as and when they become payable.

1.7 **Initiation fee:**
Means the fee which the Credit Provider may ask when the Agreement is signed, to cover the cost for the preparation of this Agreement if it is not paid upfront.

1.8 **Quotation:**
Means this pre-agreement statement and quotation which has been signed by the Applicant and which is attached to this agreement.

1.9 **Novation:**
Means the process where an existing Agreement is cancelled and replaced with a new agreement.

1.10 **The Agreement:**
Means this instalment sales agreement, which includes the terms and conditions set out in the agreement, the standard terms and conditions of the Samba membership- and credit agreement, the pre-agreement statement and quotation as well as all security documents (including the cession mentioned in 4.6) and all written notices sent to the Applicant by the Credit Provider in terms of the Act.

1.11 **Person:**
Means an individual as well as a legal person except when in context it clearly refers to the one or the other.

1.12 **Legal Person:**
Means an entity, like a company which by law is a separate legal entity.

1.13 **Business day:**
Means any day except a Saturday, Sunday or public holiday in South Africa.

1.14 **Security document:**
Means a written document which states the security which has been given by the Applicant or a third party for the Applicant's obligations to the Credit Provider in terms of this agreement.

1.15 **Terms:**
Means the duration of this Agreement as referred to in the quotation.

1.16 **Delayed amount:**
Means the amount as calculated by the Credit Provider in clause 6.

1.17 **Outstanding balance:**
Means the amount of the principal debt which has not yet been paid by the Applicant to the Credit Provider.

1.18 **Loss payee:**
Means a party to whom an insurance settlement must be paid for the loss of or damage to the goods, which is in the context of this Agreement the Credit Provider.

1.19 **Credit Life Insurance:**
Means the credit life insurance cover offered by the Credit Provider to cover the Applicant's outstanding obligations under the Agreement.

1.20 **Annual Interest Rate:**
Means the fixed annual nominal interest rate according to which interest will be calculated on the balance of the principal debt and as set out in the quotation.

1.21 **General Samba agreement/account:**
Means the agreement for membership and credit that was concluded by the Applicant and the Credit Provider and all the terms and conditions of that membership and credit agreement.

1.22 **Any reference to "you" or "your":**
Means the Applicant, who is also the person to whom I revered to in the Act as the consumer.

2. **COSTS OF CREDIT:**

2.1 The following costs of credit are payable:

2.1.1 Interest, which is calculated monthly in arrears at the Annual Interest Rate and compounded on a monthly basis on the elected date for repayment. It is charged from the date the Agreement is concluded or the date an amended Agreement is accepted by the Applicant;

2.1.2 Initiation fee, which is a fee charged for the preparation costs of the Agreement. The Applicant has the option of either paying this fee upfront or having it included in the principal debt. If it is included in the principal debt, interest will be charged on the initiation fee. If the Applicant chooses to pay the initiation fee upfront, the Applicant needs to make the payment in the bank account that the Credit Provider indicates to the Applicant, quoting the reference number that the Credit Provider provides, and provide the Credit Provider with proof of such payment before the amount in terms of this Agreement can be advanced to the Applicant;

2.1.3 Service fee, which is a monthly fee charged on the due date, for the routine monthly administration of the Applicant's account. If the Applicant does not pay this fee on time it will be added to the outstanding balance and interest will be charged thereon;

2.1.4 To the extent permitted by Chapter 6, Part C of the Act, should the Applicant at any time be in default in terms of this Agreement, the default administration and collection costs arising from the Applicant's failure to comply with any of the terms and conditions of this Agreement, as well as the legal cost, collection costs and

commission on all payments made by the Applicant if the matter is referred to a debt collection company or attorney, will be charged to the Applicant's account. Such costs will be charged as and when they occur;

2.1.5 The monthly cost of the credit life insurance premiums, should the Applicant choose to accept the Credit Providers offer of credit life insurance (as discussed in this agreement).

2.2 The Applicant confirms that he/she understands that these extra costs can influence his/her monthly expenses and the Applicant has included these costs in the list of expenses that was given to the Credit Provider.

3. **PAYMENTS:**

3.1 The Applicant must pay to the Credit Provider the principal debt, together with interest, costs and fees calculated according to the quotation on the dates mentioned in the quotation.

3.2 The Credit Provider will include the monthly service fee as mentioned in the quotation, into the monthly repayments.

3.3 The monthly instalment is to be debited to the Applicant's general Samba account at the Credit Provider, and payments will need to be made in accordance with the terms and conditions of the general Samba Agreement signed between the Applicant and the Credit Provider.

3.4 The Applicant must make the payment in South African Rand.

3.5 The Applicant may not deduct any amount from his/her debt which the Credit Provider owes him/her or may owe him/her in terms of this agreement.

3.6 If the Applicant indicated to pay the initiation fee upfront and some is not paid on the date of signing hereof, the Applicant agrees that the unpaid initiation fee will form part of the principal debt on his/her instalment sales Agreement account and will be debited as such. The monthly instalments will then be amended accordingly.

3.7 The Applicant may pay the instalments in advance without any penalty. The advance payments will be used in the following order to reduce his/her obligations to the Credit Provider:

3.7.1 unpaid and due interest;

3.7.2 unpaid and due levies and other costs; and

3.7.3 against the principal debt.

The Credit Provider may use any amount received from the Applicant at its own discretion and without notice to the Applicant for the amortization of any permissible amounts for whatever reason that the Applicant owes the Credit Provider. Any shortages that may arise from this agreement, will then be paid immediately by the Applicant.

3.8 The Applicant will be liable for the payment of all amounts payable and undertake to pay at all times all recoverable legal cost including the attorney client costs as well as the collection fees as indicated by the Credit Provider's attorney. These amounts payable include but is not limited to the following and as far as permitted by the Act:

3.8.1 all finance cost on all outstanding amounts as calculated with the interest rate which is applicable on outstanding amounts in terms of the terms and conditions of the general Samba agreement;

3.8.2 the reasonable cost related to any delays given, banking fees on trade documents, all cost relating to the Applicant's default, tracing fees, transport fees, insurance premiums, licence and registration fees, repossession cost, storage cost and the cost of valuation of the goods;

3.8.3 all cost relating to the preparation, execution and the registration of securities.

4. **CREDIT LIFE INSURANCE:**

4.1 The Credit Provider requires that the Applicant take out credit life insurance to cover, at any time the Applicant's outstanding obligations under this Agreement if the Principal debt is R 50 00 or more and the Applicant will make sure that the Credit Provider is named as Loss Payee under this policy. For amounts below R 50 000 the Applicant can take out credit life insurance voluntarily.

4.2 In this regard, the Credit Provider offers a credit life insurance underwritten by African Unity Life.

4.3 The Credit Provider is authorized to offer life insurance products as intermediary on a no advice basis for which they have professional indemnity cover and the necessary licencing.

4.4 This credit life insurance provides cover in respect of the settlement value of the Applicant's instalment sales Agreement on the death, disability or retrenchment of the Applicant.

4.5 The 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 the cover. Alternatively the Applicant may offer another credit life insurance to the Credit Provider. In such instance, the Applicant will need to provide the Credit Provider with the necessary documentation of the existence of the credit life insurance as well as the fact that the Credit Provider is named as beneficiary on the policy.

4.6 The Applicant has the right to dismiss the Credit Provider's credit life insurance and to provide the Credit Provider with a life insurance policy of his/her choice, with a cover amount which is sufficient to cover the Applicant's obligations in terms of this Agreement and which is ceded to the Credit Provider as beneficiary. In such instance, the Applicant will need to provide the Credit Provider with the necessary documentation of the existence of the life insurance policy as well as the fact that the Credit Provider is named as beneficiary on the policy. The amount in terms of this Agreement will not be paid by the Credit Provider until such proof is given and the Credit Provider is satisfied with the content thereof.

4.7 Where the Applicant agrees to accept the Credit Provider's credit life insurance, the Credit Provider will not add any surcharge, fee or additional premium above the actual cost of this insurance, and the Credit Provider will:

4.7.1 disclose the monthly premium cost of the insurance and include it in the Applicant's monthly instalment amount;

4.7.2 disclose the amount of any commission that the Credit Provider may receive;

4.7.3 pay all premium payments the Applicant makes punctually to the insurer and administer the Applicant's interest in this policy until the Agreement comes to an end;

4.7.4 prior to concluding the Agreement, the Credit Provider will provide a written summary of the benefits, terms and conditions and answer any questions that the Applicant might have, with African Unity Life's assistance where necessary;

4.7.5 with concluding the Agreement, provide the Applicant with a detailed policy document listing the benefits, terms, exclusions and claims procedures.

4.7.6 The Applicant acknowledges that he/she has free choice as to the policy, the insurer, the broker or intermediary and that the Applicant has exercised this choice without being coerced or induced.

5. **INTEREST:**

5.1 The interest rate that will be used to calculate the interest, is the interest rate set out in the quotation.

5.2 To calculate the interest which will be payable by the Applicant to the Credit Provider, the Credit Provider needs to:

5.2.1 take the delayed amount for that month on the day on which the accounts are processed and multiply it with the current interest rate; and

5.2.2 then the amount obtained in 5.2.1 will be divided by 12.

5.3 The Credit Provider is entitled to add any unpaid interest to the outstanding balance of the principal debt.

5.4 Subject to the fact that the total amounts of costs of credit insurance, initiation fee, service fee, interest, default administration costs and collections commission, referred to in the Agreement will not be more that the outstanding balance of the principal det as at the date the default took place, the default interest rate on any payment will be the highest interest rate which may be used in terms of the Act on these type of transactions.

6. **CALCULATIONS OF DELAYED AMOUNTS:**

6.1 The delayed amount is the amount the Applicant owes the Credit Provider at any stage and which is to be paid in terms of the Agreement. On condition that the Credit Provider complied with Clause 5.4, the interest will be calculated on the delayed amount. The delayed amount may include the following:

6.1.1 the principal debt;

6.1.2 interest;

6.1.3 default administration costs (if applicable on the agreement);

6.1.4 collection costs (if applicable on the agreement);

6.1.5 initiation fee;

6.1.6 insurance costs (if applicable on the agreement);

6.1.7 a service fee.

6.2 The delayed amount will decrease with all payments that he Applicant makes to the Credit Provider or with amounts which the Credit Provider credited against the Applicant's instalment sales agreement account.

7. **AMENDMENTS:**

7.1 The Credit Provider can change the service fee or any other fee and costs which is set out in the quotation, by giving the Applicant at least five ((5) business days written notice, on condition that the service fee, other fees and costs will not be more than the maximum amounts allowed by the Act at the time of the amendment.

7.2 Insurance premiums may be amended from time to time in accordance with the conditions of the said insurance policy.

8. **CESSION OF RIGHTS AND OBLIGATIONS:**

8.1 The Applicant may not cede any of his/her rights and obligation in terms of this Agreement to any other person without the written consent of the Credit Provider.

8.2 The Credit Provider may cede any or all of its rights and obligations in terms of this Agreement with or without notice to the Applicant, to any other person. The Credit Provider does not need to obtain the

Applicant's consent to cede any of its rights and obligations. The word "Credit Provider" will include any person to which the Credit Provider has ceded its rights and obligations in terms of this Agreement. The Applicant confirm that he/she will meet his/her obligations in terms of this Agreement towards the Credit Provider.

9. **THE APPLICANT'S DECLARATIONS:**

9.1 The Applicant declares and guarantees that:

9.1.1 the Applicant understands the risks and costs to borrow the principal debt from the Credit Provider;

9.1.2 the Applicant understands his/her rights and obligations in terms of this Agreement;

9.1.3 the Applicant received a copy of this Agreement (quotation included). If applicable, that the Applicant also obtained a copy of the insurance policy and the security documents;

9.1.4 the Applicant has the necessary legal capacity (and where applicable, authority) to enter into this Agreement (in context of this Agreement he/she is deemed to be qualified and enabled to enter into this Agreement. If the Applicant is an individual, factors taken into account are the Applicant's age, marriage status and mental capacity, or should the Applicant be a legal entity factors like the founding declaration or authority of the person who is signing on behalf of the legal entity is taken into account);

9.1.5 the Applicant is not currently under administration in terms of Section 74 (1) of the Magistrate's Court Act, or any sequestration, liquidation or judicial management and has not applied for any of the above;

9.1.6 the Applicant is not currently under debt counselling and no debt counselling order has been granted against him/her and he/she has not applied for any of the above;

9.1.7 the Applicant does not have in general an Agreement with any of his/her creditors or trying to reach such a settlement for debts owing by the Applicant;

9.1.8 no business rescue proceedings have been started against the Applicant business as set out in the Companies Act 71 of 2008;

9.1.9 the Applicant is not declared mentally ill by any court.

9.2 The Applicant confirms and declares that:

9.2.1 the Applicant reviewed the information which the Credit Provider has on his/her personal, financial and account particulars and same is correct;

9.2.2 the Applicant gave all the information which was asked on his/her personal and financial situation in a truthful, complete and full manner;

9.2.3 the Applicant provided his/her income and expenditures in a full and honest fashion prior to signing the Agreement;

9.2.4 the Applicant informed the Credit Provider of all credit applications made by himself/herself at other Credit Providers; whether they have proceeded with same or not;

9.2.5 the Applicant is not over-indebted a the moment of application and that the proposed instalments in terms of the Agreement will not cause the Applicant to be over-indebted;

9.2.6 the Credit Provider provided the Applicant with a copy of the pre-agreement statement and quotation and further that the Credit Provider discussed the content of the pre-agreement statement, quotation and instalment sales agreement with the Applicant and that the Applicant understood the risks, cost, rights and obligations in terms of these documents;

9.2.7 if the Applicant is married in community of property, he/she understands that he/she is supposed to obtain the consent of his/her spouse to enter into this Agreement and that such consent was obtained;

9.2.8 that the Credit Provider informed the Applicant that he/she may in terms of sec 121 of the Act, end this Agreement within five (5) business days after date of signature, by providing the Credit Provider with the necessary notice done in the prescribed manner and by offering the goods back to the Credit Provider or by paying the Credit Provider in full for services rendered according to the Agreement;

9.2.9 the Credit Provider informed the Applicant that he/she may in terms of sec 122 of the Act end this agreement by paying the settlement amount in full to the Credit Provider or by giving the goods back to the Credit Provider in terms of sec 127 of the Act;

9.2.10 the Credit Provider informed the Applicant of his/her right to be excluded from any telemarking campaigns done by the Credit Provider or its representative, client lists being distributed or the mass distribution of email and sms messages. The Applicant may exercise this right when signing the quotation or at any other time by contacting the Credit Provider;

9.2.11 the Applicant understands that should any of these declarations not be true, it can deprive the Applicant of some of his/her rights.

10. **OWN FREE WILL:**

10.1 The Applicant confirms and declares that:

10.1.1 the Credit Provider did not coerce or force the Applicant to sign this Agreement or do anything in the negotiation or the finalization of the Agreement which was unfair and could make this Agreement unlawful;

10.1.2 if the Credit Provider arranged insurance on the Applicant's behalf, the terms and conditions of the policy have been discussed and explained to the Applicant;

10.1.3 there were no open space on the application form of this Agreement (quotation included) when the Applicant signed everyone of the documents;

10.1.4 the Applicant understands that certain information about the Applicant and this Agreement must be reported at the National Credit Register or a Registered Credit Bureau;

10.1.5 the Credit Provider did not make an offer which automatically become an Agreement just because the Applicant did not accept the offer;

10.1.6 the Credit Provider did not ask the Applicant to sign any further or supplementary agreements and documents which were not referred to in the quotation;

10.1.7 the Applicant has read and understood the terms and conditions of the Agreement;

10.1.8 the Applicant has read and understood all the terms in bold print.

11. **INSURANCE:**

11.1 The goods purchased in terms of this Agreement must be insured for the full term of this Agreement for all risks for which such goods are usually insured and for an amount equal to the replacement value of the goods by an insurance company and in accordance with a policy which is reasonably acceptable for the Credit Provider.

11.2 The Applicant confirms that the Credit Provider informed him/her that he/she may refuse any insurance policy proposed by the Credit Provider and that he/she choose to substitute it with another policy of the Applicant's choice. For any insurance policy the Applicant must nominate the Credit Provider in writing and give the Credit Provider authority to:

11.2.1 during the term of this Agreement (according to the Credit Provider's choice) pay the premium in terms of the insurance policy, when it becomes due and payable;

11.2.2 to debit the instalment sales agreement account of the Applicant monthly with the premiums which the Credit Provider paid on the Applicant's behalf;

11.2.3 to nominate the Credit Provider on the insurance policy as a loss payee to the amount of the total premium payable, costs of the insurance as well as extra fees, commission, reimbursement payable to the Credit Provider in terms of the insurance policy should an insured event take place; and

11.2.4 authorize the relevant insurer, should an insured occurrence take place at any time during the term of the agreement, to make a payment to the loss payee to settle the Applicant's obligation to the Credit Provider as first cost against the proceeds of the policy.

11.3 If the Applicant takes out an insurance policy of his/her choice with regards to the goods, the Applicant must make sure that all premiums owing in terms of the policy are paid in full at all times and that the policy does not lapse during the term of the Agreement. The Applicant has to inform the Credit Provider in writing immediately should his/her insurance policy lapse.

11.4 If the Credit Provider at any time suggests that the Applicant takes out a specific policy, the Credit Provider will inform the Applicant in writing of:

11.4.1 the cost of the insurance for which the Applicant will be liable;

11.4.2 any added fees, commission, reimbursement or benefit which will be payable to the Credit Provider in terms of the insurance policy; and

11.4.3 the premiums payable.

11.5 The Applicant transfers to the Credit Provider (in legal terms known as cession in security) or will transfer any insurance policy which has been taken out during the term of the Agreement regarding the goods and will sign all further documents which the Credit Provider may require to give effect to such cession. The cession is meant as security for the Applicant's obligations in terms of this Agreement. The Credit Provider will cancel the cession as soon as the Applicant's obligations in terms of the Agreement has been finalized. The Applicant authorizes the Credit Provider to, for the purposes of this cession, obtain from time to time confidential and personal information about the Applicant from the relevant insurer.

11.6 If the Applicant does not adhere to his/her obligations in terms of 11.1, the Credit Provider will insure the goods and/or pay the premiums on the Applicant's behalf. Should the Credit Provider do so, the Credit Provider will be entitled to:

11.6.1 to request payment of the cost to do so directly from the Applicant; or

11.6.2 to debit these costs against the instalment sales agreement account and to amend the amount of the repayment to be paid monthly, to enable the Credit Provider to obtain payment of the outstanding balance within the term of the agreement. This amount will also be subject to interest at the same rate as specified in this Agreement and/or quotation.

11.7 The Applicant has to provide the Credit Provider with proof of insurance before the amount of the instalment sale agreement will be paid to the supplier from whom the goods are purchased.

12 **OWNERSHIP:**

12.1 The Credit Provider is and stays the owner of the goods until all the Applicant's obligations towards the Credit Provider in terms of this Agreement have been met, at which time the ownership of the goods will transfer to the Applicant.

12.2 All risk of loss of or damage to the goods will immediately transfer to the Applicant at delivery of the goods to the Applicant or signature of this Agreement, whichever occurs first.

13. **GOODS:**

13.1 The Applicant will:

13.1.1 keep the goods in his/her possession and under his/her control and in working and roadworthy condition;

13.1.2 not allow someone else to use the goods without the Credit Provider's prior obtained written consent or allow any unqualified or unlicensed driver or operator to use the goods;

13.1.3 not let the goods leave the Republic of South Africa without the Credit Provider's prior obtained written consent;

13.1.4 immediately inform the Credit Provider in terms of sec 97 (2) of the Act in writing of any change of address where the goods are usually stored and the name and address of any other person to whom the goods have been given, after obtaining the Credit Provider's written consent;

13.1.5 not use the goods or allow them to be used in an unlawful fashion or for unlawful purposes, or in such a way that the insurance policy with regards to the goods will not pay out;

13.1.6 make sure that no other person has any claim to the goods and that they will not be attached for purposes of obtaining payment due to judgment being granted against the Applicant;

13.1.7 not sell, transfer of alienate the goods to any other person or try to do so;

13.1.8 not encumber the goods or part thereof (meaning the Applicant will not use the goods as security for any money, or obligations which the Applicant owes to another person) or allow any right of retention (it is the right to take into possession any goods for any obligations that the Applicant has towards another person);

13.1.9 allow the Credit Provider or his agent to inspect the goods;

13.1.10 not change, mark, paint the goods or remove any recognition mark on the goods without the prior obtained written consent of the Credit Provider. Should the Agreement be cancelled due to the Applicant's default, the Credit Provider can request that the goods be repaired and or changed back to its previous form by the Applicant and for his/her own cost, taking into account normal wear and tear. If the Credit Provider gave permission to the Applicant to make changes to the goods, all accessories, parts, attachments, improvements and replacements will be the property of the Credit Provider. The Credit Provider will not have to pay for these amendments or will not be held accountable therefor;

13.1.11 give written notice to the Credit Provider of any damages to the goods which are financed in terms of this Agreement;

13.1.12 pay all licence fees, fines registration cost, insurance premiums, collections of tax and all other cost in connection with the goods regularly and punctually. If the Credit Provider pays these fees and cost on behalf of the Applicant, the Applicant will settle it immediately on demand to the Credit Provider.

13.2 At any time when the Credit Provider is the Title Holder, the Applicant acknowledges that when he/she accepts delivery of the goods, the Applicant will do so on behalf of the Credit Provider and that the goods that the Applicant has accepted were, according to the Applicant, appropriate and suitable for the purpose for which the Applicant intended it to be used.

13.3 The Applicant confirms that the Credit Provider did not make any representations, promises or guarantees regarding the goods to the Applicant.

13.4 The Applicant hereby acknowledges that the goods are movable property and that if installed somewhere, it will be done for the purpose of movable property, irrespective of the manner of installation thereof. The Applicant further acknowledges that the goods will under no circumstances be part of any fixed property where it may be built or installed.

14. **RETURN OF GOODS:**

14.1 If the Applicant gives written notice to the Credit Provider to terminate this Agreement (termination notice), he/she may, if the goods are in the Credit Provider's possession, request the Credit Provider to sell the goods or otherwise return the goods to the Credit Provider within five (5) business days after the date of the Applicant's termination notice.

14.2 The Credit Provider shall, within ten (10) business days after the Credit Provider has received the Applicant's termination notice or the goods in terms of clause 14.1, notify the Applicant in writing of the estimated value of the goods and any other information which the Credit Provider must give the Applicant in terms of the Act.

14.3 The Applicant may, within 10 (ten) business days after the Applicant has received the estimated value (unless the Applicant has defaulted in terms of this Agreement), withdraw his/her termination notice unconditionally and take possession of the goods again.

14.4 If the Applicant does not withdraw the termination notice in terms of clause 14.3, the Credit Provider will sell the goods as soon as practically possible at the best price that the Credit Provider can reasonably obtain and the Credit Provider will:

14.4.1 credit or debit the Applicant instalment sales agreement account with an amount equal to the amount received by the Credit Provider with the sale of the goods less all amounts that the Credit Provider reasonably spent to sell the goods;

14.4.2 give written notice to the Applicant of:

14.4.2.1 the settlement amount of this Agreement immediately before selling the goods;

14.4.2.2 total amount that the Credit Provider received from selling the goods;

14.4.2.3 the net amount received by the Credit Provider after the Credit Provider's deductible deferred default costs, if applicable and the Credit Provider's reasonable costs allowed in terms of clause 14.4.1 have been deducted ; and

14.4.2.4 the amount which the Credit Provider has debited or credited against the Applicant's instalment sales agreement account.

14.5 If the amount credited to the Applicant's instalment sales agreement account is less that the settlement amount, the Credit Provider may insist that the Applicant pay the difference as stated in the notice that the Credit Provider has sent the Applicant in terms of clause 14.4.2.

14.6 If the Applicant:

14.6.1 does not pay the amount claimed by the Credit Provider in terms of clause 14.5 within ten (10) business days after the Applicant has received the notice, the Credit Provider may, in terms of the Magistrates' Courts Act take legal action against the Applicant for an order to enforce this Agreement; or

14.6.2 does not pay the amount which the Credit Provider claims before the Credit Provider receives an order against the Applicant, this agreement terminates when the Credit Provider receives the payment.

14.7 The Applicant must in all cases pay the interest at the applicable interest rate on any amount claimed by the Credit Provider, from the date on which the Credit Provider demands it until the Applicant has fully settled the claim amount.

15. **WRITTEN AGREEMENT:**

15.1 This Agreement is only valid and the parties are only legally obliged to adhere thereto if it is in writing and if same is signed by and/or on behalf of all the parties, or if it was recorded, in which case the Credit Provider will provide a written version of the Agreement to the Applicant.

15.2 To be valid, all amendments to this Agreement must be in writing, signed by both parties, in which instance the Credit Provider will supply the Applicant with a written record of the amendments to the Agreement.

15.3 Except if the Agreement states differently and as far as the law allows it, the Credit Provider will give the Applicant five (5) business days written notice of any amendments to this Agreement and the particulars of the amendments will be set out in the notice.

16. **EARLIER TERMINATION OF THE AGREEMENT:**

16.1 The Applicant may cancel this Agreement earlier (in other words prior to the term running out), on condition that all the obligations stated hereunder have been met. If the Applicant cancels the Agreement earlier, the date on which the Agreement is terminated will be the settlement date.

16.2 To end the Agreement earlier, the Applicant has to contact the Credit Provider to find out which amounts he/she is still owing the Credit Provider. The Applicant may ask that the Agreement be terminated immediately or on a future settlement date. The Credit Provider will inform the Applicant of the total amount owing as on the settlement/ payment date, which will include the following up to date of payment:

16.2.1 the principal debt;

16.2.2 the interest on the principal debt;

16.2.3 the fees and costs the Applicant is owing;

16.2.4 if this Agreement is a large Agreement as determined by the Act, then early cancellation costs are equal to:

16.2.4.1 if the loan has a fixed interest rate, an early cancellation cost to the maximum cost as stated by the Act may be levied;

16.2.4.2 if the loan does not have a fixed interest rate, then the early cancellation cost is calculated as the amount of interest the Applicant had to pay over three (3) months, minus the notice period given by the Applicant if he/she paid interest over that period.

16.3 If the Agreement has been signed at any other place than its registered

business address, then the Applicant can cancel the Agreement within five (5) business days after the date the Applicant has signed same, on condition that:

16.3.1 a notice in the prescribed format has been delivered to the Credit Provider; and

16.3.2 the Applicant tendered the return of the goods to the Credit Provider;

16.4 If the Applicant cancelled the Agreement in terms of 16.3 above:

16.4.1 the Credit Provider will repay the Applicant all amounts which he/she has paid to the Credit Provider; and

16.4.2 the Applicant will pay the Credit Provider:

16.4.2.1 the costs which the Credit Provider has to incur to obtain the goods into the Credit Provider's possession and, if necessary the repair of the goods to the condition which is needed to sell same reasonable and easily;

16.4.2.2 a reasonable rent for the use of the goods for as long as the Applicant was in possession of same.

16.5 The Applicant may end the Agreement by:

16.5.1 delivering the goods to the Credit Provider in terms of clause 14;

16.5.2 paying the outstanding amount owing, which the Credit Provider requests in terms of clause 18.5.

16.6 The Credit Provider reserves the right to withdraw from this agreement by means of a written notice to the Applicant if any new or previously unknown facts or information that may adversely affect the Applicant's credit score, solvency or his/her ability to pay the due amount to the Credit Provider. The agreement will then not be effective and no party will have a claim against the other, except for the Credit Provider to claim the outstanding amount, cost and/or goods from the Applicant if paid or delivered already.

17. **RIGHT TO WITHDRAW:**

The Credit Provider has the right to withdraw without any liability, prior to paying the principal debt for an objective reason should it come to the Credit Provider's knowledge, or should the circumstances change and the Credit Provider's rights in terms of this Agreement or any security document will be prejudices or the risk factors will change.

18. **EARLIER PAYMENTS:**

18.1 The Applicant can make payments of any amount in accordance with the Agreement prior to them becoming due and payable. The Credit Provider will credit the Applicant's instalment sales agreement account on the date the Credit Provider receives same and payment will be attended to as follow:

18.1.1 firstly – interest owing will be paid

18.1.2 secondly – any fees or costs payable will be paid;

18.1.3 thirdly – the outstanding amount on the principal debt will be lessened.

18.2 If the Applicant makes early payments in terms of clause 18.1, the Credit Provider will not re-calculate the monthly instalment which will remain the same, but the term of the Agreement will be shortened.

19. **COMPLAINT PROCEDURE:**

19.1 In the event that the Applicant has a query, complaint or a dispute, he/she may contact the Credit Provider who will do its best to resolve the complaint, query or dispute.

19.2 If the Credit Provider cannot resolve the Applicant's complaint or dispute, the Applicant also has the right to request the assistance of the Financial Services Ombudsman, the National Credit Regulator or, should the National Credit Regulator declines to assist the Applicant, the Applicant may refer the matter directly to the Tribunal.

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

19.3.1 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 of complaints@ncr.org.za, Website: www.ncr.org.za. National Consumer Tribunal: 012 663 5615 (t) or Email: Registry@thenct.org.za;

19.3.2 Credit Ombudsman is: Fern Ridge Office Park, 5 Hunter street, Johannesburg, Call center: 0861 662837 of 0861 OMBUDS, E-mail: ombud@creditombud.org.za; Website: www.creditombud.org.za.

19.3.3 Ombudsman for Financial Services is: PO Box 74571, Lynwood Ridge, 0040, Tel: 012 4709080, Share call: 086 032 4766 (0860 FAISOM), E-mail: info@faisombud.co.za.

20. **DEFAULT ADMINISTRATION FEE FOR LETTERS OF DEMAND:**

If the Applicant does not make one or more payments, the Credit Provider will inform the Applicant in writing. The Credit Provider will levy a fee every time when the Credit Provider has to notify the Applicant. The fee will be called a default administration fee. It is the same fee as a registered letter of demand for undefended actions in terms of the Magistrate's Court Act. The costs for delivering the letter to the Applicant will also be included in this fee.

21. **DEFAULT IN TERMS OF THIS AGREEMENT:**

21.1 The Applicant defaults in terms of this Agreement if:

21.1.1. the Applicant neglects and/or refuses to pay any amount which in terms of this Agreement on the payment date;

21.1.2 the Applicant does or fails to do or allows anything to be done in any way to impair the Credit Provider's rights under the Agreement or through which the Credit Provider may suffer loss, including late payment or non-payment of any instalments;

21.1.3 the Applicant is in breach of any of the terms and conditions of this Agreement or security document and refuses to rectify same within ten (10) days after receipt of the notice to do so;

21.1.4 any representation or guarantee in terms of this Agreement or any other document which the Applicant gave, is wrong or untrue, (where a guarantee refers to an undertaking by the Applicant that something is or will be, and it is not);

21.1.5. any person who gave security for this Agreement (for instance as surety) and he/she does not comply with such security;

21.1.6 the Applicant or any person that gave security with regards to this Agreement;

21.1.6.1 as individual, gave notice of voluntary surrender of his/her or the Applicant's estate or died, is placed under administration or commits an act of insolvency in terms of the Insolvency Act 24 of 1936 or any application or other proceedings against him/her or the Applicant in terms whereof a third party wishes to sequestrate or place the Applicant under curatorship conditionally, finally, voluntary of compulsory;

21.1.6.2 not as an individual, is dissolved, liquidated, deregistered or under judicial management in way that is conditional, final, voluntary or compulsory or a decision to that effect was made, the Applicant acts as if the Applicant or the entity cannot pay the debt or voluntarily start with business rescue proceedings or any business rescue proceedings are instituted against the Applicant, as referred to in Section 132 (1) of the Companies Act 71 of 2008;

21.1.7 if effect is not given to a judgment by a competent court for the attachment of assets or for the payment of any amount due by the Applicant or any person that gave security within seven (7) days after date of the issue thereof; or

21.1.8. a settlement has been reached with the Applicant's creditors or it was tried in general to reach a settlement for the payment of the debt of the Applicant's creditors.

22. **RIGHTS WHEN THE APPLICANT DEFAULTS:**

22.1. If the Applicant defaults the Credit Provider can:

22.1.1 claim immediate repayment of all amounts owed to the Credit Provider in terms of this agreement;

22.1.2 levy additional interest at the rate applicable to outstanding accounts in terms of the terms and conditions of the general Samba agreement if the Applicant pays any installment later that the date on which it is due and payable;

22.1.3 choose to enforce the agreement and the procedure as set out below will be followed:

22.1.3.1 notify the Applicant in writing of such default;

22.1.3.2 suggest that the Applicant refer the Agreement to a debt counsellor, an alternative dispute resolving agent, consumer tribunal or an ombud with jurisdiction, with the objective that the parties solve any dispute in terms of the Agreement or redraft a plan and agree on a repayment arrangement to bring the arrears up to date;

22.1.3.3 if the Applicant applies for debt review in the above manner, the Applicant will not be entitled to enter into any other credit agreement or any further debt under an existing credit agreement (such as the use of a credit card) until the Applicant's application for debt review has been rejected or until the Applicant has complied with all his/her obligations in terms of all his/her credit agreements as determined by the Court;

22.1.3.4 if the Applicant has applied for debt counseling in terms of Section 86 of the Act and the application has not been finalized within sixty (60) business days after applying for it, the Credit Provider may issue a notice in which the Credit Provider terminates such debt counseling application in terms of Section 86 (10) of the Act.

22.1.4 where the Applicant fails to pay any amounts due in terms of this agreement without affecting any of the Credit Provider's other rights, proceed with legal proceedings for enforcing and termination of this agreement as set out in Chapter 6 Part C of the Act, including the exercising of the Credit Provider's rights in terms of any security documents. Where the Applicant is in default in terms of this Agreement, the full outstanding balance will be immediately due and payable and the Applicant will further be liable for default administration and collection costs in terms of the High Court Act, Magistrates Courts Act, Debt Collectors Act and/or the attorney's law, whichever may be applicable if:

22.1.4.1 the Credit Provider gave notice to the Applicant as mentioned in clause 22.1.3.1 above, or has given notice to terminate any debt review process that may then commence in respect of this Agreement

under section 86 of the Act; and

22.1.4.2 the Applicant has defaulted in terms of this Agreement for at least twenty (20) business days; and

22.1.4.3 at least ten (10) business days has expired since the Credit Provider has delivered the notice as contemplated in clause 24.1.3 (this 10-day period may run at the same time as the 20-day default period); and

22.1.2.4 in the event of a notice in terms of clause 22.1.4.1, the Applicant did not respond to that notice and/or responded to the notice by rejecting the Credit Provider's proposal and/or not returning the goods to the Credit Provider in accordance with clause 18 or in terms of section 127 of the Act.

22.2 The Credit Provider has the right to cancel the credit agreement in terms of section 123 of the Act and should the Credit Provider elect to cancel the agreement in terms of this section, the same procedure as above will be followed prior to cancellation. If the Credit Provider cancels the Agreement, the Credit Provider will be entitled to:

22.2.1 the return and re-possession of the goods with all improvements and attachments thereto;

22.2.2 retain all amounts already paid by the Applicant;

22.2.3 claim payment of all instalments and other amounts from the Applicant that are in arrears by the Applicant;

22.2.4 claim reimbursement of damages from the Applicant.

22.3 The Applicant is entitled, at any time before the cancellation of the Agreement to retore the Agreement by paying the arrears amounts as well as the default and reasonable costs, until the agreement is restored.

22.4 The Applicant understands that if he/she is in default there will be legal proceedings against him/her which will include but are limited to taking judgment, seizure of his/her movable and immovable assets and/or any further execution steps that would be necessary in order to recover the amounts due.

22.5 If it would be necessary to determine the value of the goods, the Applicant undertakes to bear the costs of the assessor of the Credit Provider's choice, and the Applicant will accept the valuation as final and binding.

23. **SEPARATE AND CONFLICTIONI PROVISIONS:**

23.1 The parties admit that each provision of this Agreement is separate. Should any clause of this Agreement for whatever reason be unjustified, invalid or unenforceable, it must be handled as if it was not included in the agreement. It does not make the rest of the Agreement invalid, unjustified or illegal and it does not influence the legality, validness or enforceability of the Agreement as a whole.

23.2 It this Agreement is subject to the Act and if any provision of this Agreement is contrary to any provision of the Act, the provision of the Act shall apply.

24. **REGULATING ACTS AND JURISDICTION:**

This Agreement will be in all respects (including the existence, validness, interpretation, implementation, cancellation and enforceability thereof) regulated by the acts of the Republic of South Africa. The Applicant agrees that the Credit Provider may institute legal steps against him/her in terms of this Agreement in any Magistrate's Court that may have jurisdiction in terms of sec 28(1) of the Act on Magistrate's Courts of 1944. The Applicant consents to the jurisdiction of the Magistrate's Court even if the amount that the Credit Provider claims is more that the limit of the magistrate's court. The above does however not prohibit the Credit Provider to institute action in the Supreme Court.

25. **DEBT COUNSELLING:**

25.1 The Applicant has the right to apply for debt counselling at a debt counsellor in terms of Sec 86 of the Act, who will determine whether the Applicant is over indebted (it means that the Applicant has more debt than he/she can pay) and to request assistance before any enforcement action is taken against him/her if the Applicant is in default under the Agreement.

25.2 the contact details for Debt Counsellors in the Applicant's area can be obtained from the National Credit Regulator. The Debt Counsellor will require the Applicant to complete a Form 16 and to pay a fee that is prescribed under the National Credit Act. If the Applicant's application is accepted, the debt Counsellor will assess the Applicant's application and will either reject or accept the application.

26. **CREDIT BUREAUS:**

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

26.1 the Credit Provider may send data or information regarding the application, opening and closing of an account/credit agreement to the credit bureau know as Experian, and Experian may disclose the information to the other registered Credit Providers and to Experian Credit Bureau customers for the prescribed purposes;

26.2 non-compliance with the terms and conditions contained in the Agreement will be referred to the above-mentioned Credit Bureau and Experian may disclose such information to other registered Credit Providers and Experian customers for the prescribed purposes;

26.3 the Credit Bureau will provide a credit profile and credit score of the Applicant creditability;

26.4 the Credit Bureau that will be informed is Experian, Experian House, 3 Neutron Ave, Technopark, Stellenbosch, 7600. Call centre : 086 151 4131;

26.5 the Applicant is entitled to contact the relevant credit bureau and request that his/her record be made available to him/her. The Applicant may insist that inaccurate information be rectified by contacting Experian's call centre at 086 151 4131;

26.6 the Credit Provider will inform the Applicant at least twenty (20) business days beforehand by means of a notice addressed to the address (referred to in clause 28) of his intention to send unfavourable 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.

27. **CERTIFICATE OF BALANCE:**

27.1 A Certificate of balance, signed by the Credit Provider (or its agent whose appointment, qualification and/or authority need to 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:

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

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

28. **ADDRESS:**

28.1 The parties select the following addresses for all communications and service of notices in respect of any legal proceedings instituted under this Agreement:

28.1.1 The Credit Provider nominates the address as stated at the top of this agreement;

28.1.2 The Applicant nominates the following address:

If the Applicant did not complete the above-mentioned address, the Applicant nominates the address as stated in the application form;

28.1.3 Any of the parties may charge the nominated address to another address by written notice to the other party of this Agreement, provided that the said notice is received by the party concerned at least ten (10) business days before such change takes place;

28.1.4 The Applicant accepts that he/she will be deemed to have received a notice or letter five (5) days after the Credit Provider posted it to him/her or two (2) days after the Credit Provider sent it to him/her by email.

29. **STATEMENTS:**

29.1 The parties agree that the Credit Provider will provide regular quarterly statements to the Applicant in the manner in which the Applicant has indicated to receive his monthly general Samba account.

29.2 It is the Applicant's responsibility to check his/her account statements. The Applicant must notify the Credit Provider in writing within thirty (30) days after the date of the statement of account, if there is something that the Applicant does not agree with. If the Applicant does not notify the Credit Provider within this time, the Credit Provider will accept the statement of account as correct. The Applicant will then have to prove that the statement of account is incorrect.

30. **DELAYS:**

The Applicant admits that the Credit Provider's services may be unavailable due to interruptions of its electronic communication network or due to electricity interruptions out of the Credit Provider's control. The Credit Provider hereby gives the Applicant notice of such interruptions and that delays may be prevalent in the delivery of the Credit Provider's service.

31. **WHOLE AGREEMENT AND INTERPRETATION OF THE AGREEMENT:**

31.1 This instalment sale agreement, the pre-agreement statement and quotation, as well as the terms and conditions of the general Samba agreement establish the entire agreement between the Credit Provider and the Applicant, and no changes to the terms will be binding unless in writing and signed by both the Credit Provider and the Applicant.

31.2 The headings of the paragraphs are for reference purposes only and will not affect the interpretation of the clauses.

31.3 No granting of time or other concession granted or permitted by the Credit Provider to the Applicant in respect of any payment provided

in this Agreement or compliance with any other obligation of the Applicant herein, shall under any circumstances be a waiver or a novation or otherwise affect any of the Credit Provider's rights in terms of or arising out of this Agreement or will prevent the Credit Provider to enforce the terms of the Agreement strictly and punctually

32. **OTHER RIGHTS:**

32.1 Under the National Credit Act, the Applicant has the right:
to apply for credit;

32.2 To protection against discrimination in respect of credit;

32.3 To request that the dominant reason why credit was declined, be provided to the Applicant in writing;

32.4 To, in terms of sub-regulation 10A of the Act, whose application for credit was refused, lodge a complaint in terms of section 134 or 136 with the Credit Provider for dispute resolution. If a complaint is lodged:

32.4.1 the Credit Provider must attempt to resolve the complaint with fourteen (14) business days after receiving notification of the complaint from the ombud in terms of Section 134 of the Act;

32.4.2 the Applicant may, if the grievance is not addressed by the Credit Provider within the period referred to in sub-regulation 10A (15), approach the National Credit Regulator;

32.4.3 National Credit Regulator must resolve the complaint within seven (7) business days;

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

32.5 To be provided with documentation that is required under the Act, in an official language for which the Credit Provider has been approved by the National Credit Regulator.

32.6 To information in plain and understandable language.

32.7 To be excluded from any:

32.7.1 telemarketing campaign that may be conducted by or on behalf of the Credit Provider, if the Applicant chose to be;

32.7.2 marketing or customer list that may be sold or distributed by the Credit Provider, other that as required by the Act; or

32.7.3 any mass distribution of email or sms messages by or on behalf of the Credit Provider, if the Applicant chose to be. The Applicant may exercise this right when accepting the Applicant's loan quotation, or any other time by contacting the Credit Provider.

33. **GENERAL:**

33.1 If more than one person signs the agreement, each of them will be jointly and separately liable for the payment of the full outstanding amount in terms of this Agreement. This means that the Credit Provider may jointly institute legal action against the parties or the Credit Provider may institute separate legal action against each of the parties. However, the Credit Provider may not recover more than the outstanding amount that is due in terms of this Agreement.

33.2 The Credit Provider does not forfeit any of its rights in terms of this Agreement if the Credit Provider does not immediately insist on its rights. The Applicant cannot use same as a defense.

33.3 The Applicant will be provided with a quotation. The Applicant must ensure that he/she preserves the pre-agreement statement and quotation in a safe place for future use.

33.4 The Applicant acknowledges that the pre-agreement statement and quotation to this Agreement contains the full financial implications of this Agreement, including the number of instalments, the frequency of payments, the date of the first instalment, how the instalments will differ if the instalments are not fixed, the total amount payable as well as the term of the agreement.

33.5 Quotations are valid for five (5) business days and during this period the Applicant must provide all documentation to the Credit Provider as requested. The amount in terms of this Agreement will not be paid until all required documents have been received, including but not limited to the signed pre-agreement statement, quotation and the instalment sale agreement.

33.6 Such documents may include but are not limited to proof of residence address, proof of payment of the initial fee (if applicable and the Applicant will pay the fee before time), any documents relating to the Credit Life Insurance where the Applicant chooses not to accept the Credit Life Insurance offered by the Credit Provider.

33.7 All applications, quotations and acceptance thereof will be in writing.

34.3 **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
7 Collins Avenue, Arboretum, Bloemfontein,9301
Tel: 051-401 8300

The Ombudsman:
Private Bag X45
Claremont, 7735
Share Cell: 0860 103 236
Tel: 021-657 5000
Fax: 021-674 0951
Email: info@ombud.co.za

Ombudsman for Financial Services
PO Box 74571
Lynnwood Ridge, 0040
Tel: 012-470 9080
Share Cell: 0860 324 766 (0860 FAISOM)
Fax: 012-348 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: