



40 INGERSOL ROAD
LYNNWOOD GLEN 0081
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PO BOX 35797, MENLO PARK 0102
E-mail: pretorium@pretorium.co.za
Website: www.bonuscard.co.za

APPLICATION FOR BUDGET OR INCREASE IN EXISTING BUDGET AMOUNT - CORPORATE -

NO BUDGET PURCHASES ALLOWED ON LIQUOR, FOOD OR PETROL
No purchase of less than R300 will qualify for the budget facility
PURCHASES ON BUDGET QUALIFY FOR THE ANNUAL BONUS

INFORMATION (must be completed)

Membership Number

Name of business

Trading name

E-mail

Registration number

Telephone numbers

Business

Cell of contact person

Fax number

Business address

Postal code

Postal address (if different from business address)

Postal code

Do you own fixed property? ☐ Yes ☐ No If not, do you: Rent ☐ Other ☐

INFORMATION OF OWNER OF BUSINESS (Required)

Surname Initials

Residential address (not postal address)

Telephone numbers

B Cell

BUDGET DETAILS

EXISTING BUDGET:

NEW BUDGET AMOUNT REQUIRED:

Interest rate:

The charge of credit (interest rate) per annum is 4% above prime lending rate and will fluctuate with prime lending rate.

Provided that should the above interest rate at any time exceed the applicable maximum prescribed rate determined in terms of section 105 of the National Credit Act, the applicable prescribe rate shall apply.

Example: R1000 .00 (14.5%)

Period of Repayments	Instalments	Interests
6	173.79	37.90
12	90.02	75.10
24	48.50	151.99

AFFORDABILITY ASSESSMENT (must be completed)

(please attach latest 3 payslips or financial statement)

Gross Monthly Income: A

Monthly expenditure:

Accommodation: Rent

Accommodation: Rates and Levies

Accommodation: Electricity and Water

Transport: Petrol

Transport: Maintenance

Communication: Cell; Telkom; Internet

Other expenses: Specify.

Capital amount outstanding

Vehicle finance

Sub Total: C

Accounts: Bank & personal loans/overdrafts; Bond Repayment; Credit cards/micro loans;
Other installment or lease agreements (e.g. appliances)

Monthly repayment amount		Capital amount outstanding	Limit approved	Creditor details/ Lending institute
Applicant	Spouse			

Sub Total: D

Total monthly commitments: C + D

Net monthly expenditure A - (B + C)

Amount available for Budget Account

STATEMENT OF ASSETS

Fixed Property:		
Suburb	Market value	Current balance

Movable Assets: e.g. vehicles, furniture	
Item	Market value

Debtors:	
Amount owed	Estimated amount recoverable

CONFIRMATION OF APPLICATION

I/we hereby confirm that I/we have answered all your questions and relevant information fully and truthfully as part of this assessment process.

I/we hereby confirm that I/we have fully disclosed my/our debt repayment history.

Applicant's signature Spouse Signature

If under administration, consent by administrator

Signed at on this day of

COST OF CREDIT	
Membership Fee:	R 10.00 once off
Card fees:	
Cost per Card	R 125.00 per annum
Card protection	R 12.00 per annum per Card (optional)
Card fee on replacement	R 25.00
Payments: The following charge, where applicable, will be recovered by the Credit Provider: Cash payments at Pretorium Trust office (fee per R100.00) R0.50	
Interest rate:	
Open account: Any amount not paid on due date (last working day of the month) will be free of interest if paid before the 10th of the following month. Payments received after the 10th of the following month, will bear interest at 8% per annum above prime lending rate of banks and will fluctuate together with the prime lending rate.	
Budget account: Interest calculated at prime rate plus 4%. Provided that should the above interest rate at any time exceed the applicable maximum prescribed rate determined in terms of section 105 of the National Credit Act, the applicable prescribe rate shall apply.	
Bonus: You will also forfeit any bonus you may be entitled to as a member on any amount not paid at the latest on the 3rd day of the month following on the month during which the account is rendered.	
Transaction fees (per transaction)	R1. 40
Monthly: Surcharge on purchases: All purchases from the Shoprite / Checkers group and the Pick n Pay group	0.07%
Admin fee on petrol purchases: (no bonus)	1.75%
Abovementioned fees are subject to change	

Initials - Applicant:

TERMS AND CONDITIONS:

1. DEFINITIONS AND INTERPRETATION:

- 1.1 In this agreement, unless the context indicates otherwise and in addition to the words and phrases defined in the other clauses of this agreement, the following words and phrases shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings:
- 1.1.1 **Account:** The Consumer's account with Pretorium Trust pursuant to the Consumer's application for the Pretorium Trust Purchase Card.
- 1.1.2 **Act:** The National Credit Act, No. 34 of 2005 and, where appropriate, the Regulations promulgated thereunder.
- 1.1.3 **Agreement:** The agreement which will be concluded when the Consumer accepts the quotation.
- 1.1.4 **Application:** The written application completed by the Consumer in respect of a Pretorium Trust Purchase Card.
- 1.1.5 **Budget account:** The budget account referred to in clause 9.5
- 1.1.6 **Consumer:** The person or entity who applies for the credit facility and who is entitled to utilize the Pretorium Trust Purchase Card to buy from the Suppliers.
- 1.1.7 **Credit Bureau:** The Credit Bureau referred to in clause 7.
- 1.1.8 **Credit limit:** The maximum amount the Credit Provider allows the Consumer to spend in any one Trading period as per the quotation accepted by the Consumer.
- 1.1.9 **Credit Provider:** Pretorium Trust (Cooperative) Limited of 40 Ingersol Road, Lynnwood Glen, Pretoria.
- 1.1.10 **Due date:** The last business day of each calendar month.
- 1.1.11 **Interest rate:** The variable interest rate which will be, in respect of an open account, equal to ABSA's prime rate plus 8% and in respect of a budget account equal to ABSA's prime rate plus 4%, and which rate will in terms of the provisions of section 103(4) of the Act vary with reference to ABSA's prime rate, provided that the interest rate shall at all times be the same as that used by the Credit Provider in respect of any similar credit agreements being issued at the relevant time. Provided that should the interest rate at any time exceed the applicable maximum prescribed rate determined in terms of section 105 of the Act, the applicable maximum prescribe rate shall apply.
- 1.1.12 **Pretorium Trust Purchase Card:** A valid electronic card issued by the Credit Provider to the Consumer to record transactions conducted between the Consumer and the Supplier and "Card" shall have a corresponding meaning.
- 1.1.13 **Prime Rate:** The publicly quoted rate of interest per annum (calculated on the daily balance and compounded monthly in arrear) charged by ABSA Bank Limited ("ABSA") on overdrafts to its prime customers in the private sector from time to time (as certified by any director or manager of ABSA, whose appointment as such need not be proved) and which rate shall be the reference rate for purposes of section 103(4) of the Act.
- 1.1.14 **Principal debt:** The amount calculated in accordance with section 101(1)(a) of the Act.
- 1.1.15 **Quotation:** The quotation furnished in respect of this Application and Terms and Conditions, and as contemplated in the Act, and which quotation will become part of the agreement between the Credit Provider and the Consumer once accepted by the Consumer. Without detracting from any of the other provisions the Consumer will be deemed to have accepted the application on utilization of the Pretorium Trust Purchase Card.
- 1.1.16 **Supplier:** Any Supplier of goods and/or services with whom the Credit Provider has contracted as a designated supplier to the Consumer.
- 1.1.17 **Trading period:** The trading period commencing on the 16th day of each successive month and terminating on the 15th day of the following month, or any other dates as determined by the Credit Provider from time to time in its sole discretion.
- 1.2 In this agreement:
- 1.2.1 Clause headings are for convenience only and are not to be used in its interpretation;
- 1.2.2 Unless the context indicates a contrary intention, an expression which denotes:
- 1.2.2.1 any gender includes the other genders;
- 1.2.2.2 a natural person includes a juristic person and vice versa;
- 1.2.2.3 the singular includes the plural and vice versa.
- 1.3 Words and expressions not defined in this agreement shall, unless the context indicates otherwise, bear the meanings assigned to them in the Act.
- 1.4 When a particular number of business days is provided for between the happening of one event and another, the number of days shall be calculated by:
- 1.4.1 excluding the day on which the first such event occurs; and
- 1.4.2 including the day on or by which the second event is to occur; and
- 1.4.3 excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in clauses 1.4.1 and 1.4.2

2. PAYMENTS:

- 2.1 The Consumer will make payment of the full amount owed on the last business day of each calendar month, commencing on the last business day of the first month during which the Consumer received his Card(s) and will continue making payment on the last business day of each calendar month for the duration of the agreement and for as long as any amount is owed by the Consumer to the Credit Provider.
- 2.2 Should the Consumer only receive the Card after the 15th of any month, purchases made thereafter will only be payable on the last business day of the following calendar month.

3. STATEMENT OF ACCOUNT:

- 3.1 The Credit Provider shall deliver a statement of account monthly to the Consumer by way of mail or e-mail, as per the requirements of the Consumer.

- 3.2 The Consumer is obliged to ensure that he receives his monthly statement and, if he does not receive a monthly statement, it is the Consumer's duty to inform the Credit Provider in writing thereof. If the Consumer for whatever reason did not receive a monthly statement, it will not entitle the Consumer not to pay the amount that is due and payable to the Credit Provider at that time.
- 3.3 If the Consumer pays the Credit Provider by sending a cheque or postal order by mail, all risk involved, which will include but not be limited to, fraud, theft or loss of the cheque or postal order, will be borne by you as consumer, whether or not it is caused by our negligence or that of any of our employees.
- 3.4 The Consumer is obliged to check his monthly statement to determine that it is correct. If the Consumer disputes any item or entry in the monthly statement he must notify the Credit Provider in writing within 30 days of date of the statement to record the dispute and to enable the Credit Provider to properly investigate the complaint, to obtain the relevant documents pertaining to the disputed entry and to make the necessary enquiries.
- 3.5 The Consumer shall pay all amounts due under this agreement punctually on due date, free of exchange, bank costs or other charges, at the Credit Provider's place of business at 40 Ingersol Road, Lynnwood Glen, Pretoria or at such other place or into such other account as the Credit Provider may from time to time direct in writing.
- 3.6 All payments in terms of this agreement will be made in South African currency without set off or deduction of any kind. If arrangements are made to pay the monthly installment by way of debit order or automatic payment order, this will not detract in any manner from the Consumers' obligations to effect payment of each installment on or before the due date for payment thereof.

4. FEES, COSTS, INTEREST AND OTHER CHARGES:

- 4.1 Interest shall be charged at the interest rate on all amounts due and payable.
- 4.2 In addition, should the Consumer fail to pay any amount to the Credit Provider on due date, the Consumer shall pay:
- 4.2.1 Default administration charges imposed by the Credit Provider to cover administration costs incurred as a result of the Consumer defaulting on an obligation under this agreement. The following default administration charges will be levied: R20.00
- 4.2.2 Collection costs that may be charged by the Credit Provider in respect of the enforcement of the Consumer's monetary obligations under this agreement (other than a default administration charge referred to in clause 4.2.1)
- Provided that such charges and costs will not exceed the maximum default administration charges and collection costs prescribed from time to time in terms of the Act. In the event of such an excess the maximum default administration charges and collection costs described by the Act at that time will apply.
- 4.3 Without prejudice to or detracting from any of the Credit Provider's rights of or pursuant to an act of default by the Consumer, interest will be charged at the interest rate in respect of any fee, cost or charge not paid on or before the due date for payment thereof.
- 4.4 The Consumer will be liable to pay all legal costs incurred by the Credit Provider in exercising any of its rights in terms of this agreement, including without limitation all legal charges as between attorney-and-own-client, counsel's fees, tracing fees and collection charges.
- 4.5 To the extent that the Consumer is required to pay or reimburse any costs, fees, expenses or disbursements pursuant to this agreement, the Consumer agrees that such obligation includes the payment or reimbursement of Value-added Tax in terms of the Value-added Tax Act, No. 89 of 1991 where applicable.

5. EARLY SETTLEMENT AND CONSUMER'S RIGHT TO TERMINATE:

The Consumer is entitled to terminate this agreement by paying the total amount outstanding at any time, with or without any advance notice to the Credit Provider, subject thereto that the amount required to settle the agreement will be the total of the unpaid balance of the principal debt at the time as well as any unpaid interest charges and all other fees and charges payable by the Consumer to the Credit Provider to the settlement date.

6. REDUCTION OF CREDIT LIMIT UNDER CREDIT FACILITY:

The Consumer may at any time by written notice to the Credit Provider request the Credit Provider to reduce the credit limit

7. CREDIT BUREAU INFORMATION:

- 7.1 The Credit Provider hereby informs the Consumer that the Credit Provider supplies consumer credit information to a Credit Bureau and in this regard:
- 7.1.1 The Consumer confirms that the Credit Provider may transmit to the Credit Bureau data about the application, conclusion of this agreement and the termination of this agreement;
- 7.1.2 The Consumer acknowledges that information on non-compliance with the terms and conditions of this agreement is transferred to the Credit Bureau;
- 7.1.3 The Consumer acknowledges that the Credit Bureau will provide credit profiles and possibly credit scores on the Consumer's credit worthiness, subject to the Consumer's credit record.
- 7.2 The Consumer has the right to contact the Credit Bureau to have his credit records disclosed and to insist that inaccurate information be corrected.
- 7.3 The Credit Bureau that will be informed is TransUnion ITC who can be contacted at:
- 7.3.1 Wanderers Office Park, 52 Corlett Drive, Illovo 2196
- 7.3.2 Call Centre number: 0861 482 482.
- 7.4 The Credit Provider shall advise the Consumer in terms of the Act before any prescribed adverse

information concerning the Consumer is reported to a Credit Bureau and shall provide the Consumer with a copy of such information upon written request.

- 7.5 The Credit Bureau provides a credit profile and a credit score on credit worthiness of the Consumer and his/her spouse,

8. PRETORIUM TRUST PURCHASE CARD

- 8.1 The Credit Provider will disburse monies on behalf of the Consumer by effecting payment to the Suppliers who have rendered services and/or supplied goods to the Consumer. The Consumer undertakes to pay the Credit Provider all the aforementioned amounts owing in accordance with the Terms and Conditions contained herein.
- 8.2 The Credit Provider shall issue a Card to every Consumer and other nominated persons agreed to by the Credit Provider in its absolute discretion. The Consumer is obliged, immediately when he receives the Card, to insert his signature in the space provided thereon with a ballpoint pen. If the Consumer does not want the Card, the Consumer must immediately destroy the Card without using it and must also notify the Credit Provider in writing thereof. The Card may only be used in the South African monetary area.
- 8.3 A Consumer shall be entitled to use the Card and enjoy all benefits as are offered to him from time to time, subject to the terms and conditions set forth herein. The Card may only be used by the natural or juristic person whose name appears thereon.
- 8.4 The Credit Provider undertakes to effect such payment for and on behalf of the Consumer against receipt of a valid claim from the Supplier. The Consumer is obliged to sign a sales voucher or a refund voucher, depending on the case, every time the Consumer uses the Card or gives the Card number to a merchant or Supplier. By signing the voucher the Consumer confirms that the information on it is correct. Even if the Consumer does not sign the relevant voucher(s), the Consumer will still be liable to the Credit Provider.
- 8.5 The Consumer acknowledges that the Card shall at all times remain the property of the Credit Provider and shall be obliged to surrender and return to the Credit Provider any Card issued on his account, for any reason whatsoever, forthwith upon demand by the Credit Provider. The Card is valid from the time it is issued or from the first day of the "valid from" date on the Card, as the case may be, until it expires or until the Consumer's account is closed by any of the parties for whatever reason.
- 8.6 The Consumer shall take due care of his Card, which shall include, taking all steps necessary to prevent it from being lost, stolen, damages or used wrongfully.
- 8.7 In the event of theft or loss of the Card, or if it comes to the Consumer's attention that the Card has been used by a person other than the Consumer, the Consumer shall be obliged to forthwith notify Nedbank, agent of the Credit Provider, at Toll free number 0800 110 929.
- 8.8 If the Consumer belongs to the Card Protection Fund the Credit Provider will not impose liability on the Consumer for any use of a credit facility after the time that the Consumer has reported the loss or theft of the associated card, unless:
- 8.8.1 The Consumer's signature appears on the voucher, sales slip or similar record evidencing that particular use of the credit facility; or
- 8.8.2 The Credit Provider has other evidence sufficient to establish that the Consumer authorized, or was responsible for that particular use of the credit facility.
- 8.9 The Credit Provider shall notify the Consumer in writing of any variation in the interest rate and/or costs applicable to this agreement.

9. RIGHTS OF THE CONSUMER

- 9.1 The Consumer shall be allocated a monthly credit limit as per the quotation that will be supplied.
- 9.2 The Consumer may request from time to time a "List of Suppliers" being designated Suppliers with whom the Credit Provider has contracted for and on behalf of the Consumers.
- 9.3 The Consumer shall be entitled to tender the Card to Suppliers in lieu of payment to a maximum amount within the credit limit and the Credit Provider shall be obliged to effect payment to the Supplier concerned, for and on behalf of the Consumer, subject to the provisions of these Terms and Conditions.
- 9.4 The Credit Provider shall not, however, be liable to effect payment in respect of any purchase made by the Consumer with any merchant who is not a Supplier as defined herein.
- 9.5 The Consumer may also apply for a budget account with a further credit limit in addition to the credit limit as described in clause 1.1.8. If approved, the total amount owed in respect of the principal debts relating to purchases on the budget account may at no time exceed the credit limit approved in respect of the budget account. The following conditions apply to the budget account:
- 9.5.1 The maximum period for the repayment of any purchase is 24 months;
- 9.5.2 No purchases of less than R300.00 may be made on the budget account;
- 9.5.3 No food, liquor or fuel may be purchased on the budget account.
- 9.6 The Consumer shall also be entitled to apply for a loan after a membership of 12 months, and if it is approved, the Credit Provider shall allow the Consumer to repay the outstanding loan amount over an extended period (maximum 24 months fixed rate).
- 9.7 Should the Consumer qualify upon a new application for either a Budget Account or a personal loan and should the Consumer enter into a new agreement(s) with regard to the aforementioned, with the Credit Provider, it is recorded that should the Consumer fail to make payment in terms of this agreement, or any other agreement it might have with the Credit Provider, all monies owing to the Credit Provider in terms of this agreement, or any other agreement, will immediately become due and payable.
- 9.8 The Consumer is entitled at any time to prepay any amount owed to the Credit Provider under this agreement, without notice or penalty. If the Consumer has more than 1 agreement with the Credit Provider, he must clearly specify in terms of which agreement he wishes to make the prepayment when requesting to do so.

Initials - Applicant:

- 9.9 If the Consumer wishes to increase his credit limit at any given time, he may request the Credit Provider. The request for an increase does not relate to the automatic annual increase in the Consumer's credit limit, which the Credit Provider may grant at its sole discretion, if the Consumer has requested the Credit Provider to do so in the appropriate block on the application.
- 9.10 If the Consumer has requested the Credit Provider to automatically increase the credit limit from time to time, the Credit Provider may do so unilaterally in terms of the Act.
- 10. OBLIGATIONS OF THE CONSUMER:**
- 10.1 The Consumer agrees to pay the Credit Provider all the costs as per the Terms and Conditions and/or quotation.
- 10.2 The Consumer agrees and undertakes to pay to the Credit Provider all/any amount that shall be paid to Suppliers by the Credit Provider for and on behalf of the Consumer, in respect of all purchases made by the Consumer, or any other person as described in clause 8.2, which amount shall be paid to the Credit Provider on or before the due date and in the amount reflected in the monthly statement posted/e-mailed to the Consumer by the Credit Provider. This obligation to effect payments to the Credit Provider is unconditional and irrevocable, whether or not:
- 10.2.1 the Consumer himself or any other party purchased by means of the Card; and/or
- 10.2.2 the amount recorded in respect of any such purchase is correct; and/or
- 10.2.3 there is any dispute between Suppliers and the Consumer; and/or
- 10.2.4 the Suppliers are entitled to receive payment from any other source.
- 10.3 The monthly statement shall constitute prima facie proof of the Consumer's indebtedness to the Credit Provider in respect of purchases and the Consumer hereby agrees that the onus to show otherwise rests on the Consumer.
- 10.4 The Consumer warrants and undertakes to not exceed the Credit limit allocated in terms of the quotation. To the extent that the Act is applicable to this Agreement:
- 10.4.1 The Consumer is not allowed to exceed his credit limit, unless he obtains the Credit Provider's approval prior to such event in writing. If the Credit Provider settles any sales voucher or purchase exceeding the applicable credit limit, this does not imply that the Credit Provider has increased the Consumer's credit limit permanently.
- 10.4.2 If the Consumer exceeds the applicable credit limit, it will constitute a breach of this agreement and all amounts owing by the Credit Provider in terms of this agreement, becomes immediately due and payable without notice to the Consumer.
- 10.5 The Consumer shall, until determination of this agreement, inform the Credit Provider, in the prescribed time, manner and form, of any change concerning the Consumer's residential or business address.
- 11. ALTERNATIVE DISPUTE RESOLUTION, NATIONAL CREDIT REGULATOR AND TRIBUNAL**
- 11.1 The Consumer has the right to:
- 11.1.1 Apply to a Debt Counsellor to be declared over-indebted; or
- 11.1.2 Resolve a complaint by way of alternative dispute resolution;
- 11.1.3 File a complaint with the National Credit Regulator; or
- 11.1.4 Make an application to the Tribunal.
- Provided that any such right is exercised in accordance with the provisions of the Act
- 11.2 The National Credit Regulator can be contacted at:
- 11.2.1 Telephone number: (011) 554 2600 or 0860 627 627
- 11.2.2 Telefax number: (011) 805 4905
- 11.2.3 E-mail: complaints@ncr.org.za
- 11.2.4 Physical address: 127 15th Road, Randjespark, Midrand
- 11.2.5 Postal address: P O Box 209, Halfway House, 1685
- 11.2.6 Website: www.ncr.org.za
- 11.3 The National Consumer Tribunal can be contacted at:
- 11.3.1 Telephone number: (012) 683 8140 / (012) 742 9900
- 11.3.2 Telefax number: (012) 663 5693
- 11.3.3 E-mail: registry@thenct.org.za
- 11.3.4 Physical address: Ground floor, Block B, Lakefield Office Park, 272 West Avenue, C/o West and Lenchen North, Centurion
- 11.3.5 Postal address: Private Bag X110, Centurion, 0046
- 11.3.6 Call Centre: 0860 627 627 OR 0860 NCR NCR
- 11.3.7 Website: www.thenct.org.za
- 12. APPLICATION FOR DEBT REVIEW**
- 12.1 Without detracting from or in any manner limiting the Credit Provider's right in terms of default, the Consumer's attention is directed to section 86 of the Act which entitles the Consumer, in certain circumstances, to apply to a debt counselor in the prescribed manner and form to have the Consumer declared over-indebted.
- 12.2 An application in terms of section 86 of the Act may not be made in respect of and does not apply to, this agreement if at the time such application is made the Credit Provider has, under this agreement, proceeded to take steps contemplated in clause 13 to enforce this agreement.
- 12.3 A debt counselor who has accepted an application in terms of section 86 must determine in the prescribed manner and within the prescribed time whether the Consumer appears to be over-indebted, and if the Consumer seeks a declaration of reckless credit, whether any of the Consumer's credit agreements appear to be reckless.
- 12.4 Depending on the findings of the debt counselor, the application may be rejected, or it may be recommended that the Consumer and the respective credit providers voluntarily consider and agree on a plan of debt re-arrangement or, if the debt counselor concludes that the Consumer is over-indebted, a proposal may be issued recommending that the Magistrate's Court makes an order with regard to the question of reckless credit and any plan of debt re-arrangement, as contemplated in section 86(7) of the Act.
- 12.5 If a recommendation by a debt counselor is accepted by the Consumer and each credit provider,

- such order must be recorded in the form of an order and, if it is consented to by the Consumer and each credit provider concerned, filed as a consent order by the debt counselor in terms of section 138 of the Act.
- 12.6 If a debt counselor rejects an application contemplated in section 86(7)(a) of the Act, the Consumer, with the leave of the Magistrate's Court, may apply directly to the Magistrate's Court, in the prescribed manner and form, for an order contemplated in section 86(7)(c) of the Act.
- 12.7 If the Consumer is in default under this agreement and this agreement is being reviewed in terms of section 86 of the Act, the Credit Provider may give notice to terminate the review in the prescribed manner to the Consumer, the debt counselor and the National Credit Regulator contemplated in the Act. Such notice may be given at any time at least 60 business days after the date on which the Consumer have applied for the debt review.
- No credit provider may terminate an application for debt review lodged in terms of this Act, if such application for review has already been filed in a court or in the Tribunal.
- 12.8 If the Credit Provider gives notice to terminate a review as contemplated in clause 12.7, and proceeds to enforce this agreement in terms of clause 13, the Magistrate's Court hearing the matter may order that the debt review resume on any conditions the Court considers to be just in the circumstances.
- 13. REQUIRED NOTICE BEFORE DEBT ENFORCEMENT**
- 13.1 If the Consumer is in default under this agreement, the Credit Provider may:
- 13.1.1 Draw the default to the notice of the Consumer in writing and propose that the Consumer refers this agreement to a debt counselor, alternative dispute resolution agent or consumer court with the intent that the parties resolve the dispute under this agreement or develop and agree on a plan to bring the payment under this agreement up to date, and the Credit Provider may not commence any legal proceedings to enforce this agreement before such notice has been given; or
- 13.1.2 In circumstances where this agreement is being reviewed in terms of section 86 of the Act, the Credit Provider may give notice to terminate the review in the prescribed manner to the Consumer, the debt counselor and the National Credit Regulator at any time at least 60 days after the date on which the Consumer applied for the debt review
- Provided that the requirements set out in this clause 13.1 will not apply in circumstances where this agreement is subject to a debt restructuring order, or to proceedings in a court that could result in such an order.
- 13.2 The Credit Provider may approach the court for an order enforcing this agreement only if, at that time, the Consumer is in default and has been in default under this agreement for at least 20 business days and:
- 13.2.1 at least 10 business days have elapsed since the Credit Provider delivered a notice to the Consumer as contemplated in clause 13.1;
- 13.2.2 in the case of a notice contemplated in clause 13.1.1 the Consumer has:
- 13.2.2.1 not responded to that notice; or
- 13.2.2.2 responded to the notice by rejecting the Credit Provider's proposal.
- 13.3 Notwithstanding any provision of law or contract to the contrary, in any proceedings commenced in a court in respect of this agreement, the court may determine the matter only if the court is satisfied that:
- 13.3.1 The proceedings contemplated in sections 127, 129 and 131 in so far as they may apply have been complied with;
- 13.3.2 There is no matter arising under this agreement, and pending before the National Consumer Tribunal established by section 26 of the Act, that could result in an order affecting the issues to be determined by the Court; and
- 13.3.3 If the Credit Provider has not approached the court:
- 13.3.3.1 during the time that the matter was before a debt counselor, alternative dispute resolution agent or consumer court; or
- 13.3.3.2 notwithstanding the Consumer having:
- 13.3.3.2.1 agreed to a proposal made in terms of section 129(1)(a) of the Act and acted in good faith in fulfillment of that agreement;
- 13.3.3.2.2 complied with an agreed plan as contemplated in section 129(1)(a) of the Act; or
- 13.3.3.2.3 brought the payments under this agreement up to date, as contemplated in section 129(1)(a) of the Act.
- 13.4 In any proceedings contemplated in section 130 of the Act, if the court determines that:
- 13.4.1 This agreement was reckless as described in section 80 of the Act, the court must make an order contemplated in section 83 of the Act;
- 13.4.2 The Credit Provider has not complied with the relevant provisions of the Act, as contemplated in section 130(3)(a) of the Act, or has approached the court in circumstances contemplated in section 130(3)(c) of the Act, the court must:
- 13.4.2.1 adjourn the matter before it; and
- 13.4.2.2 make an appropriate order setting out the steps the Credit Provider must complete before the matter can be resumed;
- 13.4.3 This agreement is subject to a pending debt review in terms of Part D of Chapter IV of the Act, the court may:
- 13.4.3.1 adjourn the matter, pending a final determination of the debt review proceedings;
- 13.4.3.2 order the debt counselor to report directly to the court, and thereafter make an order contemplated in section 85(b) of the Act; or
- 13.4.3.3 if this agreement is the only credit agreement to which the Consumer is a party, order the debt counselor to discontinue the debt review proceedings, and make an order contemplated in section 85(b) of the Act;
- 13.4.4 There is a matter pending before the Tribunal referred to in clause 13.3.2, as contemplated in section 130(3)(b) of the Act, the court may:
- 13.4.4.1 adjourn the matter before it, pending a determination of the proceedings before the said Tribunal; or

- 13.4.4.2 order the said Tribunal to adjourn the proceedings before it, and refer the matter to the court for determination; or
- 13.4.5 This agreement is either suspended or subject to a debt re-arrangement order or agreement, and the Consumer has complied with that order or agreement, a court must dismiss the matter.
- 14. TERMINATION:**
- 14.1 This agreement shall endure for an indefinite period, subject to the Terms and Conditions contained herein, and may be terminated by the Credit Provider provided that the Credit Provider gives written notice to the Consumer at least 10 business days before the credit facility is terminated.
- 14.2 In the event that the Consumer fails to pay on demand any sum or sums of money owing to or claimable by the Credit Provider, subject to compliance by the Credit Provider with the provisions of clause 13 in so far as applicable, and further subject thereto that, should clause 13 apply, at least 10 business days have expired since the Credit Provider delivered a notice to the Consumer as contemplated in clause 13.1.1, and further subject thereto that it is permitted by the Act:
- 14.2.1 All amounts owing to or claimable by the Credit Provider from the Consumer in terms of this agreement will, at the Credit Provider's option, become immediately due and payable without notice; and/or
- 14.2.2 The Credit Provider shall be entitled to cancel this agreement and to claim damages, subject to the Consumer's right at any time before the Credit Provider has cancelled the agreement to reinstate the agreement by paying to the Credit Provider all amounts that are overdue, together with the Credit Provider's permitted default charges and reasonable costs of enforcing the agreement up to the time of reinstatement.
- 15. ACKNOWLEDGEMENT, CONFIRMATION AND CONSENT:**
- The Consumer admits and declares that:
- 15.1 Upon signature this agreement has been completed in all respects and that all information contained herein, including without limitation the Consumer's addresses and personal details, is true and correct;
- 15.2 That he has fully and truthfully answered all and any requests for information made by the Credit Provider relating to this agreement;
- 15.3 He has requested this agreement to be in English and that English is the official language that the Consumer reads and understands;
- 15.4 He understands without effort the content, significance and importance of the agreement;
- 15.5 He understands and appreciates the risk and costs embedded in this agreement, and his rights and obligations under this agreement.
- 16. FURTHER ACKNOWLEDGEMENTS BY THE CONSUMER:**
- The Consumer declares that his attention has been directed to the following and that he is conversant with the provisions thereof:
- 16.1 The Consumer's right in terms of section 121 of the Act to terminate a credit agreement entered into at any location other than the registered business premises of the Credit Provider; and
- 16.2 The Consumer's right to terminate this agreement by:
- 16.2.1 Surrendering to the Credit Provider the goods that are the subject of the agreement in accordance with the provisions of section 127 of the Act; and
- 16.2.2 Paying to the Credit Provider any remaining amount demanded in accordance with section 127(7) of the Act; and
- 16.3 The Consumer's right in terms of section 125 of the Act to settle the agreement at any time, with or without advance notice to the Credit Provider; and
- 16.4 The Credit Provider's right to terminate the agreement in terms of the provisions of clause 123; and
- 16.5 The Consumer's right in terms of section 126 to prepay at any time any amount owed to the Credit Provider under the agreement; and
- 16.6 The Consumer's right to have him declared over-indebted in terms of the provisions of section 86 of the Act.
- 17. ADDRESS FOR NOTICE:**
- 17.1 The Credit Provider elects the address on the application form or quotation, as the address where it will accept documents, pleadings and notices relating to this agreement.
- 17.2 The Consumer elects the residential address as on the application form or quotation, as the address where he will accept service of all documents, pleadings and notices relating to this agreement.
- 17.3 A party to this agreement may change his address by delivering to the other party a written notice of the new address by hand, registered mail or electronic mail.
- 18. JURISDICTION**
- 18.1 In terms of section 45 of the Magistrate's Court Act, No. 32 of 1944 and at the election of the Credit Provider, any claim arising hereunder may be recovered in any Magistrate's Court having jurisdiction, and the Consumer hereby consents to the jurisdiction of the Magistrate's Court.
- 18.2 The Credit Provider, however, has the right to approach a higher court if it wishes to do so, provided that the Magistrate's court does not have concurrent jurisdiction.
- 19. FOR AND ON BEHALF OF LEGAL ENTITIES:**
- If the Consumer in terms hereof is a Close Corporation, Private or Public Company, or a Trust, the person who accepts the quotation on behalf of the said entity, warrants that he is duly authorized to

Initials - Applicant:

do so and accept responsibility for payment of the amount due in terms hereof, as surety and co-principal debtor with said entity.

20. **GENERAL:**

- 20.1 The Consumer is not entitled to cede any right as such or any part thereof.
- 20.2 The Credit Provider has the right at any time and from time to time, without the Consumer's consent, to cede, assign and transfer all or any of its rights, title and interest in and to this agreement.
- 20.3 This agreement constitutes the whole of the agreement between the parties relating to the subject matter thereof, and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties.
- 20.4 No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purposes unless expressed in writing and signed by the party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given.
- 20.5 No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Applicant's signature

Surety's Signature

Signed at on this day of

FOR OFFICE USE:

<u>EXPENSE NORMS TERMS</u>	<u>MONTHLY NECESSARY EXPENSES</u>	
GROSS MONTHLY INCOME	CALCULATED BY CREDIT PROVIDER AS PER NCR	AS PER CONSUMER DECLARATION

Estimated amount available for Pretorium Trust Budget

R

Approved ☐ Rejected ☐

Budget Amount Approved R

Manager Date