

Cash Crusaders Wonderpark

PRE-AGREEMENT STATEMENT AND QUOTATION (FORM 20)



<b>STORE/PLEDGEE DETAILS</b> Company Name: CASH CRUSADERS WONDER PARK (PTY) LTD Trading As: Cash Crusaders Wonderpark Address: Shop 557, Wonderpark Shopping Centre, ,Wonderpark, Karenpark  Telephone No: 012 549 0498 Registration No: 2018/214129/07 NCR Reg No: NCRCP11001 Vat Reg No: 4820284190			Transaction Date: 18 May 2025 Transaction No: OSEH01805250004	
			<b>CUSTOMER/PLEDGOR DETAILS</b> Name: motebejane, tshidi ID Number: 9711165680086 Address: 1 hall wonderpark estate karenpark Amandasig  Telephone No: Cell No: 067-083-5563 Email Address: tshidi.motebs@gmail.com	
<b>CAPITAL DEBT</b>  R800.00	<b>CONTRACT SETTLEMENT AMOUNT</b>  (Being the loan amount plus interest plus any other charge)  R1 064.00	<b>FINAL REPAYMENT DATE</b> Date: 16 Jun 2025  <b>Trading Hours</b> Weekdays: 09:00 - 18:30 Saturdays: 09:00 - 16:30 Sundays: 09:00 - 14:00	<b>NOMINAL ANNUAL RATE FOR THE TOTAL CHARGE OF CREDIT (TCOC)</b>  (The cost of this loan as a yearly rate) <b>36.00% per annum</b> Monthly Rate 3.00%	<b>CURRENCY VALUE OF THE TOTAL CHARGE OF CREDIT (TCOC)</b>  (The currency amount will cost the Pledgor over the repayment period)  (TCOC) R264.00
Interest: R28.14 Plus Initiation: R138.00 Plus Service Fee: R97.86 Describe Initiation Fee - Financed			First loan fees payable: R 264.00 (Interest, plus Service fee, plus Initiation fee if financed)	
CUSTOMER PAYOUT = CAPITAL (Original) - UPFRONT INITIATION FEE (R800.00 - R0.00) = R800.00				
Client Signature				
<b>PLEDGOR'S ABILITY TO EXTEND: The Pledgor's loan may be extended for 5 additional terms of 30 days for a service fee of not more than R 97.14 (including interest) per extension</b>				

Stock Code	Description of Pledged Items	Serial Number	Quantity	Trade price	Line Total
30030784	Computers, Tablets APPLE 9.7" IPAD 9.7 2018 (128GB), A1893 9.7", 8MP, 128GB, SPACE GREY	DMPYECUJF8M	1	800.00	800.00

**PRE-AGREEMENT DISCLOSURE:** This document constitutes the pre-agreement statement and quotation as required by the NCA. You have the right to consider the information provided in this document for the next five (5) business days, and if you elect to enter into the proposed pawn-broking agreement with the Pledgee, you have the right to require the agreement should be concluded at or below the interest rate and costs quoted herein. You have the right to enter into the pawn-broking agreement at any stage prior the lapse of the five (5) day period.

**CONCLUSION OF CREDIT AGREEMENT:** In the event that you elect to accept the terms of credit as set out in this pre-agreement statement and quotation, your signature in the space provided below will constitute the entering into and acceptance of the proposed pawn-broking agreement with the Pledgee.

**PLEDGE:** The Pledgor hereby pledges the goods described in the schedule above to the Pledgee to be kept in possession by Pledgee at the above address as security for payment to the Pledgee by the Pledgor for the 'Capital Debt' lent and advanced to the Pledgor by the Pledgee .

**DECLARATION BY PLEDGOR:** The Pledgor hereby declares that he/she is the sole legal owner of the goods pledged, that the goods are freehold (fully paid for), that there are no claims against the goods pledged from any person or institution, that there are no claims regarding ownership or pawn rights, that the goods are not subject to any lease, hire purchase or credit agreement and that he/she is legally entitled to pledge the goods, that the information declared is true and correct and he/she is aware that he/she may be prosecuted for any false or fraudulent declaration made in this agreement.

**INTEREST:** The Pledgor shall pay interest/Nominal Annual Rate of Total Charge of Credit on the 'Capital Debt' at the rate stipulated above . The Pledgor will pay only a pro-rata share of the interest for the time the Pledgor has had the money. Penalty interest on all amounts in arrears will be charged at the same rate as the interest rate charged in respect of this agreement.

**PLEDGOR'S RIGHT TO TERMINATE THE AGREEMENT:** The Pledgor may terminate this agreement on or before the Repayment date by paying the repayment amount to the Pledgee, in accordance with section 125 of the NCA.

**ACCEPTANCE OF VALUATION OF GOODS:** The Pledgor hereby accepts the valuation of the goods pledged, save for gold, as disclosed in the schedule above, under the heading "Trade Price" to be the fair value of such goods. The pledged goods will retain such value and remain valued as such as at the Final Repayment Date, notwithstanding any further depreciation in the value of such pledged goods during the period of the loan. If the pledged goods are gold, the fair value of such goods as at the Final Repayment Date will be the published buy rate of Cash Crusaders for gold of such description on such date, and not the Trade Price reflected in the above schedule .

Pledgee Initials: \_\_\_\_\_

PLEASE CHECK YOUR CASH!

YOU SHOULD HAVE R800.00 IN YOUR HAND

INSIST ON SEEING THE STORE  
MANAGER IF YOU FIND A DISCREPANCY

Signed by Pledgor: \_\_\_\_\_

Pledgor (Customer) initials: \_\_\_\_\_

### **DEFAULT:**

1. In the event of the Pledgor's failure or neglect to pay the Contract Settlement Amount on the Final Repayment Date, the pledged goods shall be deemed to have been sold to the Pledgee at an amount equal to the Trade Price as set out in the above schedule .
2. Subject to paragraph 4 below, the Trade Price is the fair value which the Pledgee would have paid for such goods where the Pledgor had elected to sell rather than to pawn the goods to the Pledgee.
3. The Trade Price is determined utilizing the Pledgee's CashPos system and taking into account the condition of the pledged goods .
4. If the pledged goods are gold, the fair value of such goods as at the Final Repayment Date will be the published buy rate of Cash Crusaders for gold of such description on such date, and not the Trade Price reflected in the above schedule .
5. Upon the sale referred to in paragraph 1 above, the Pledgor's indebtedness to the Pledgee, including any cost, is settled.
6. The Pledgee will pay to the Pledgor any amount by which the Trade Price exceeds the Contract Settlement amount .
7. Should the Pledgee thereafter resell the pledged goods, the Pledgee is entitled to retain all amounts by which its sale of the pledged goods exceeds the Trade Price. Conversely, should the resale price obtained for the pledged goods be less than the Trade Price, the Pledgor shall not be liable to the Pledgee for any shortfall.
8. The agreement ends on the date that the Contract Settlement Amount is paid or on the date that the Pledgor defaults .

### **ACKNOWLEDGMENTS:** In concluding this agreement with the Pledgee, you acknowledge and agree that: -

1. The Pledgee conducts business as a pawn broker where pawn transactions and the purchase of second-hand goods are made by it through its buy shop. Goods pawned or purchased by the Pledgee in such manner are valued at the trade value price thereof.
2. The Pledgee also conducts business as a retailer of second-hand goods which goods are stocked and merchandised in its retail shops with all the associated costs attributable thereto and with all the benefits afforded to its retail customers when purchasing second hand goods from a retailer.
3. In the event of default under this agreement, the determination of the price the Pledgee would have paid for the goods if purchased from the Pledgor, is based on the purchase of the goods at a trade price and not the ultimate retail price realised or estimated for such goods at retail.

### **EXTENSION:** The Pledgor will be able to extend this pawn-broking agreement for 5 additional terms of 30 days each provided:

1. By no later than the Final Repayment Date, as recorded in the above schedule, the Pledgor has paid the Pledgee the amount recorded in the above schedule as the First loan fees payable; and
2. The Pledgor has concluded the Pledgees Pawn- Broking Agreement (Extension Addendum) and agreed to pay the revised Contract Settlement Amount, Currency Value of the Total Charge of Credit (TCOC), Interest and Service fee as set out therein.

**DATA PROTECTION:** If you bring in an electronic device (e.g. laptop, cellphone, hard drive) as security for a loan, you are required to back up your data so that it is not lost. Should you fail to settle your loan, you acknowledge and agree that you cannot hold us responsible for any data loss on the device since we are required, by law, to remove all user data on the device (factory reset) in order to protect your privacy.

**INDEMNITY:** The Pledgee shall in the event of any loss or damage to the pledged goods that may arise as a result of fire; theft; disaster; Acts of God or any event beyond the control of the Pledgee, shall compensate the Pledgor to the sum of fair market value less the settlement value at the time of failure to deliver property. The fair market value is defined as what the store could sell the item for at the time of loss.

**CHOSEN DOMICILUM ADDRESS:** The addresses which are listed at the top of this Agreement will be the addresses where the parties will accept documents, pleadings and notices relating to this Agreement. Either party may change their address by delivering to the other party a written notice of the new address by hand or registered mail.

**WHOLE AGREEMENT:** Subject to all further rights the Pledgor and the Pledgee as may be determined in law, these written terms are the full and complete agreement between the Pledgor and the Pledgee and there are no additional unspoken or implied terms or conditions.

**COMPLAINTS:** Contact the Pledgee on Tel. No. 012 549 0498 If the pledgee has not helped you or you are still dissatisfied, contact the NCR on Toll Share No. 0860 627 627

Pledgee Initials: \_\_\_\_\_

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Pledgor (Customer) initials: \_\_\_\_\_

**PROTECTION OF PERSONAL INFORMATION (POPI):** In entering into a pawn-broking agreement with the Pledgee, who is a franchisee of Cash Crusaders, you as Pledgor -

1. acknowledge and expressly consent to us collecting certain personal information from you, which personal information specifically includes, inter alia, your name, ID number, physical and postal address, telephone number, and email address. The collection of this personal information is mandatory and if you refuse to consent to us recording this personal information, we unfortunately will not be able to enter into a pawn-broking agreement with you.
2. acknowledge and expressly consent to us collecting your personal information from you for the purpose of, amongst other things, accurately recording the terms and conditions of the pawn-broking agreement; creating a central profile for you on the Cash Crusaders system so that your personal information will be easily accessible during future sales or purchases of goods by you from any Cash Crusaders store; and so we can provide you with further information about our goods and services, which includes marketing new services to you;
3. acknowledge and expressly consent that we can verify information you provide to us and generally making whatever enquiries we deem necessary from any source whatsoever.
4. acknowledge and expressly consent that we can process your personal information in order to achieve the purposes as set out above.
5. acknowledge and expressly consent, in order to ensure the security of your personal information, to your personal information being shared with Cash Crusaders Franchising (Pty) Ltd, as the franchisor, who will store your personal information on the Cash Crusaders system on a secure server, with strict access controls;
6. acknowledge and expressly consent to us processing and disclosing your personal information for purposes of the prevention, detection and reporting of fraud and criminal activities, the identification of the proceeds of unlawful activities, and the combating of money laundering activities.
7. acknowledge and expressly consent that we may process and report on your personal information so as to comply with an obligation imposed by applicable laws on us.
8. acknowledge and expressly consent to certain of your personal information being shared with other Cash Crusaders franchisees, via the Cash Crusaders system, so as to ensure that your personal information will be easily accessible by other Cash Crusaders franchisees during future sales or purchases of goods by you from any Cash Crusaders store;
9. acknowledge and expressly consent to certain of your personal information being shared with Cash Crusaders partners and/or third parties who are contracted by Cash Crusaders in relation to marketing of goods and services to you. acknowledge that you have the right to access any of your personal information that is held by us, upon written request, and during office hours within a reasonable time after receiving the written request.

**MARKETING CONSENT:** To enhance your customer experience, Cash Crusaders Franchising (Pty) Ltd, as the franchisor, would like to communicate with you from time to time in order to advise you of exclusive offers or specials which are being offered, or new services which are being offered. By entering into this pawn-broking agreement, you consent to receive these communications from us. You are entitled to withdraw this consent at any time, which withdrawal must be in writing.

I hereby acknowledge that a courtesy SMS will be sent to my mobile number, as provided, 48 hours prior to the final repayment date of this agreement. I accept that the SMS is sent in goodwill and will not hold the Pledgee liable should my mobile network fail to deliver the message to me.

In accordance with the provisions of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), you acknowledge and agree that this agreement, and any addenda thereto, and the acceptance of any terms and conditions which apply thereto, do not require your physical signature, but can be concluded using an electronic signature (as defined in the ECTA Act), and also through other means by which a person's intention can be inferred, such as clicking the "I Agree" button.

**Signed By Pledgor:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Place:** \_\_\_\_\_  
(Customer)

**Signed By Pledgee:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Place:** \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Name in Print:** \_\_\_\_\_ **Contact No:** \_\_\_\_\_

**NB: The Pledgee must give the Pledgor a copy of this signed agreement [together with part 3 of Annexure "A" (as amended)] to keep.**

Pledgee Initials: \_\_\_\_\_

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**Pledgor (Customer) initials:** \_\_\_\_\_