

P S F

9 FAIRWAYS PARK, FAIRWAYS AVENUE, GOLF COURSE DRIVE MOUNT EDGECOME 4300
COMPANY REG. NO.: 2002/044771/23
TEL: (031) 539 6436 FAX: (031) 539 6469

1. LOAN APPLIED FOR							
Loan Amount	Initiation Fee (Incl Vat)	Interest Over Period	T.C.O.C %	Monthly Service Fee (Incl Vat)	Monthly Repayment	Weekly Repayment	Total Amount Repayable

Number of Instalments Months / weeks / fortnightly (circle applicable period)

2.1 Full Name and Surname													
2.2 ID Number													
2.3 Physical Address													
	P. <input type="text"/>												
2.4 Home Tel No	Code ()							Cell No					
2.5 Next Of Kin Name & Surname								2.6 Relationship					
2.7 Physical Address													
	<input type="text"/> Post Code												
2.8 Home Tel No	Code ()							Cell No					
2.9 Employer Company							2.10 Emp Tel No						
2.11 Employee / Company Number								Unit	<input type="text"/>				
2.12 Employer Address	<input type="text"/> Post Code												
2.13 Date Employed													
2.14 Married	A.N.C. C.O.P.												

3.1 Bank Name											
3.2 Account Number											
					3.4 Name of Branch						

Signed at _____ on _____

PSF

TERMS AND CONDITIONS

1. **Payment Schedule**

The payment schedule attached hereto in the form of the pre-agreement statement and quotation Annexure "A") sets out the payment information relating to this Agreement and must be read as part of this Agreement.

2. **Statements**

2.1 The Lender shall provide a statement of account to the borrower on or before the last day of every succeeding month for the duration of this Agreement according to any of the methods elected by the Borrower as set out in the table below.

2.2 The Lender and the Borrower may agree to reduce the frequency of the statements of the account, with no more than two months elapsing between the deliveries of successive statements of account.

Preferred method of Delivery	Tick Box	Contact details of preferred method of delivery
By Fax		
By E-mail		

3. **Default Administration Costs**

The lender shall be entitled to demand payment of default administration charges to the amount allowed for a registered letter of demand in an undefended matter in terms of the Magistrate's Court Act, together with the reasonable and necessary expenses incurred in delivering the letter of demand.

4. **Marketing Options**

The Lender may elect to be included or excluded from the following marketing options:

Marketing option (Tick applicable option)	Accept	Reject
To be included in telemarketing		
To be included in any marketing list distributed by the Lender		
To be included in any mass distribution of Email or SMS messages		

5. **Early Settlement**

5.1 The Borrower is entitled to settle the Agreement at any time, without advance notice to the lender.

5.2 The amount required to settle this Agreement shall be the total of the following amounts:

5.2.1 The unpaid balance of the principal debt up to the settlement date;

5.2.2 The unpaid interest charges up to the settlement date; and

5.2.3 All other fees, charges and insurance payable by the Borrower to the Lender up to the settlement date.

6. **Consumer's Right To Terminate The Agreement**

The Borrower may terminate this Agreement at any time by paying the settlement amount due to the Lender, in accordance with paragraph 6 above.

7. **Lender's Rights**

7.1 In the event that the Borrower is in default under this agreement or any payment is not made on due date, the Lender will notify the Borrower of such default in writing and propose that the Borrower refer this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction with the intent that the parties resolve any dispute under this Agreement or develop and agree on a plan to bring the payments under this Agreement up to date prior to approaching the court for an order to enforce this agreement.

7.2 The Lender may approach the court for an order to enforce this Agreement in the event that;

7.2.1 the Borrower has been in default of this Agreement for at least 20 business days;

and

7.2.2 at least 10 business days have elapsed since the Lender brought the default to the Borrower's attention, as contemplated in 7.1 above; and

7.2.3 the Borrower has not responded to the notice in 7.1 above, or has responded to the said notice by rejecting the credit providers proposals.

7.3 Should the court grant an order for the enforcement, the Borrower will be obliged to fulfil his or her obligations under this Agreement, as per the court order.

7.4 In addition to the right set out in 7.2 the lender will have the right to terminate the agreement but by so doing the lender does not suspend or terminate any existing obligations of the lender under the agreement.

7.5 Without derogating from the Corporation's rights in terms of this agreement, if the borrower fails to pay any amount on the due date, then he shall be liable for and pay additional interest calculated on the total amount which he fails to pay at the annual rate for the total charge of credit payable in terms of this agreement until such time as the outstanding amount has been paid in full

8. **Addresses for Receiving Of Documents**

Addresses for Receiving Of Document (continued)

8.1 All Correspondence, documents, pleadings and notices relating to the agreement must be sent to either party to their chosen addresses as stated at the head of this agreement.

8.2 Either party must inform each other, by hand or electronic mail (if both parties provided an e-mail address) of any change in address.

9. **Payment Allocations:**

All monies paid by the Borrower will first go to the redemption of reasonable costs of enforcing this Agreement up to the time of re-instatement (if any) and then to the redemption of fees, interest and insurance and thereafter to the initial loan amount.

10. **Late/Short Payments**

10.1 If payments are late or short, the Lender –

10.1.1 may charge interest on the overdue amount at a rate which will be the same as the interest rate charged in respect of this Agreement;

10.1.2 will have the right to keep the Borrower bound to the terms of this Agreement and request all future payments as and when they become due and payable.

10.2 If the Lender accepts late or short payments one or more times, no right will be lost and the Lender has the sole discretion to require payments on time and in full.

10.3 Any failure to charge interest on overdue amounts will not mean the right to do so will be lost and the Lender always has the right to require payments on time and in full.

11. **Complaints:**

Complaints may be directed to the Lender at the contact details provided in this Agreement, or to the National Credit Regulator at (031) 554-2600.

12. **Cession:**

The Lender has the right on written notice to the Borrower to transfer (cede and assign) all the Lender's rights and obligations in this agreement to a third party and the Borrower will then pay the third party instead of the Lender.

13. **Whole Agreement:**

13.1 Besides any additional terms and conditions implied BY THE Act which are not necessarily contained in this Agreement, this Agreement contains the full and complete agreement

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19. **Whole Agreement:**

19.1 Besides any additional terms and conditions implied BY THE Act which are not necessarily contained in this Agreement, this Agreement contains the full and complete agreement

between the Borrower and the Lender and there are no additional unspoken or implied terms or conditions.

19.2 No changes to these terms and conditions nor any letting go (waiver) of rights will be of force or effect unless written down and signed by or on behalf of both the Lender and the Borrower.

DEBIT ORDER CLAUSE

- I hereby authorise the lender, its affiliates, holding company and/or subsidiaries or any of their designated agents to draw against my account with my nominated bank referred to in my loan application (or any other bank or branch to which I may transfer my account) the amount necessary for payment of the weekly/fortnightly/monthly/quarterly/annual commitment due in respect of the loan repayment or any future indebtedness I may incur with the Lender under this Agreement.
- All such withdrawals from my bank account by the Lender shall be treated as though they had been signed by me personally. Should my account fall in arrears or any periodical instalments be returned by my bank on the basis of insufficient funds in my account, then I hereby authorise the lender to increase my monthly instalment to cover the arrears within the contract period or to collect this amount in partial amounts which amounts may be deducted from my account from time to time.
- I agree that the Lender will be allowed to change the payment date to coincide with my salary payment date.
- I understand that the withdrawals hereby authorised will be processed through and electronic means and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. I agree to pay any bank charges relating to this debit order instruction.

5. This authority may be cancelled by me by giving the Lender 30 (thirty) days notice in writing, sent by prepaid registered post, but I understand that I shall not be entitled to any refund on amounts which the Lender has withdrawn while the authority was in force if such amount were legally owing to the Lender.
6. Receipt of this instruction shall be regarded as receipt thereof by my bank (whichever it is or will be).
7. I acknowledge that this authority may be ceded or assigned to a third party if the basis for my indebtedness recorded herein is also ceded or assigned to that third party.

Signed at _____ on this day _____ day of _____ 20__

APPLICANT / BORROWER

AS WITNESS

LENDER / CREDIT PROVIDER

AS WITNESS

