COALITION TRADING 25 CC t/a

PSF

COMPANY REG. NO.: CK2002/044771/23

Client Signature ____

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

PSF _____

LOAN AGREEMENT

					1. LOAN APPLIED FOR T.C.O.C % Monthly Service Monthly Weekly Total Am						T	
Loan Amount Initiation Fee (Incl Vat)		Interest Over Period		,		ncl Vat)			Weekly Total Am Repayment Repaya			
											. ,	
Number of Instalments Months / weeks / fortnightly (circle applicable period)												
			2.	PERSO	NAL PA	ARTICUL	AR OF A	PPLICA	NT			
2.1 Full Name and	Surname											
2.2 ID Number												
2.3 Physical Address												
												P
2.4 Home Tel No		Code () Cell No										
2.5 Next Of Kin Nai	me & Surname		2.6 Relationship									
2.7 Physical Addres	s	<u> </u>							<u> </u>			
2.7 Thysical 7 ladies												
		Post Cod	Post Code									
2.8 Home Tel No		Code (Code () Cell No									
2.9 Employer Comp	pany		2.10 Emp Tel No									
2.11 Employee / Co	mpany Number							ι	Init			
2.12 Employer Add	ress	Post Cod	Post Code									
2.13 Date Employe	d	1 031 000										
2.14 Married		A.N.C			C.O.	P						
<u> </u>		-11	4.	BANK	ACCOU	NT DET	AILS OF A	APPLICA	ANT			
3.1 Bank Name												
3.2 Account Numb	er											
					┰╬	3.4 Name	of Branch		I			II
4.2 agree that in clause - 4.3 AUTHO ACCOUT 220629; 4.4 request m Company 4.5 warrant tf 4.6 agree that amount or indebted account te 4.7 understan 4.8 acknowle 4.10 The corporation acknowle 5 DECLAR 5.1 I have rea I generall Agreemer In light of I fully and an allegat I am not c I am not a a copy of I acknowle	with the relation of the total charge of the t	mafter collective yable over the re THE FINANCI. AND THE HAS I TED: PSF, 9 Fa ager to sign this d by me in claus terminated for a room my salary of ance outstandin funds osed herein are owing undertaki credit appears in e me with a state agreement I will se the state of the ind appreciated declare that I ge quest for the ind s reckless if it is red over-indebt on, nor am I in to r have I been de seen handed to in lender, arising fi	ly referred to payment per AL MANA: REAFTER BEEN REE through a greement e 2 and my my reason or from any g after my c fixed unless my and reputation of fixed unless my and reputation of fixed unless my and reputation of fixed unless my and fixed unless my and fixed menent settin be referred accept the t my and my and	o as "the tota cried in week GER OF	Il loan") app y or month! FORE THI O REMIT M	earing in clause instalments E FIRST DA' MONTHLY P Course Drive s acceptance or correct of the amounty my employ sayments to the control of the amounty my employ sayments to the control of the amounty my employ sayments for my st provide me all payments r in and form p ut therein; uest the Lend y risk costs an assessment re runtfully amsument to court; to me on my significant court; to me on my significant court; to me on my significant court;	se I above referred to in c TY Y OF EACH S AYMENTS TC, Mount Edgec of this instruction to cutstanding of the composition of th	dause I above O DEDUCT SUCCESSIV O THE COM combe 4081; on and autho n the total lor balance outs then by my s tal charge of the signed a ces outstandi ement. arrification in under this Agranting of the for informat applying to a r;	INSTALMENT E MONTH UNI PANYBY CHE Direct deposit to: rise and request the an shall immediat anding shall be p ignature hereto I credit for which I greement before on g by me. the event that an reement; le loan under this ion in relation to ny debt counsello	S OF R ILL THE TOT. QUE OR DEPC - First National ne financial mar ely become due aid over to the consent to the	COMM AL LOAN OF R SIT TO THE ADD Bank, Acc No.62184 hager to return this ag , owing and payable; Corporation by my er company effecting a de e total amount payable advancing the loan a	and I consent to such apployer to settle my ebit order on my bank e in clause 1 above ;-mount to me;- the igations under this

The Employer ____

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. <u>Consumer's Right To Terminate The Agreement</u>

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. <u>Lender's Rights</u>

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 fr 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.

L2. 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

14. Addresses for Receiving Of Documents

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- 16.2 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.
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17. Complaints:

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18. <u>Cession:</u>

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.

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

- 1. 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.
- 2. 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.
- 3. I agree that the Lender will be allowed to change the payment date to coincide with my salary payment date.
- 4. 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	
APP	PLICANT / BORROWER			AS WITNESS
LEND	DER / CREDIT PROVIDER			AS WITNESS