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
F: 051 430 7564

KIMBERLEY
Winkel 68
North Cape Mall
Kimberley
8301
T: 053 831 1976/7
F: 053 831 2806

PORT ELIZABETH
14-20 Pickering Street
Newton Park,
Gqeberha
6057
T: 053 831 1976/7
F: 041 363 2737

For Office Use

Webpage: www.sambakoop.com
E-mail: info@sambakoop.com

APPLICATION FOR LOAN

(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 resent payslip OR just your most recent payslip and proof of address, to: info@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

Years of service: Years: ☐ Months: ☐ Temporary: ☐

Permanent: ☐ Self employed: ☐ Work for family business: ☐

LOAN APPLICATION

The credit applicant applies for a loan:

Loan amount: R ______

Period: ______

Purpose of loan: ______

APPLICANTS BANKING DETAILS

The Credit Applicant requests direct bank payment as follows:

Bank: ______

Account number: ______

Branch code: ______

Type of account: ______

Credit his/her Samba account: ☐ Revolving credit account: ☐

Installment Sales Agreement: ☐

Pay directly to Creditor: ______

CREDIT LIFE INSURANCE

Indicate which credit life insurance will be provided if the applicant are intersested in insurance:

African Unity Life Credit life insurance: Yes No

(Death cove under this policy ceases at the end of the month in which the life insured is 70 years old)

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 Address: ______

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 can require certain written prescriptions as required by the National Credit Act 34 of 2005 (as amended from time to time)

INITIATION FEE

An 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 pricipal 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).

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**

Applicant's initial...................Spouse/Parent/Surety.........................

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/SURETY	
Description	**Market Value**

What convinced the applicant to apply?

SMS ☐ E-Mail ☐ Newsletter ☐ Media ☐ Contacted ☐ Other ____________________

The applicant and/or spouse 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/ 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
R50.00* 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 &, T T Cloete St, Bloemfontein

1.2 **THE APPLICANT IS:**
The person who applied for the loan, who accepts the quotation and whom is entitled to utilize the loan amount, which also includes the spouse if married in community of property or any person who co-signs this Agreement.

1.3 **LOAN AMOUNT:**
Means any funds paid out to the Applicant in terms of this agreement. This amount includes the original loan amount and any additional loan amount that may be paid to the Applicant subsequently by way of an amendment to this agreement.

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

1.5 **THE AGREEMENT:**
Means the Applicant's personal loan agreement with the Credit Provider. The Agreement is made up of the terms and conditions set out here-in, the standard terms and conditions as set out in the membership agreement as well as the Pre-Agreement Statement and quotation and the signed agreement and by which the Applicant is deemed to have accepted the Pre-Agreement Statement and quotation. Should the Credit Provider subsequently agree to extend a further loan amount to the Applicant by way of a change to the agreement, the Credit Provider will provide the Applicant with a further quotation reflecting the additional loan amount and any resulting change to the cost of credit, repayment period and instalment amount. In such a case, should the Applicant accept the further quotation, the terms and conditions set out in this document will be incorporated by reference into the amended Agreement. The Applicant needs to ensure that the Applicant keeps this Pre-Agreement Statement in a safe place so that the Applicant can refer to it in future.

1.6 **ANNUAL INTEREST RATE:**
Means the fixed annual nominal rate at which interest is calculated on the balance of the Principal debt.

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

1.8 **CREDIT LIFE INSURANCE:**
Means the credit life insurance cover offered by the Credit Provider to cover the Applicant's outstanding obligations under the Agreement.

1.9 **PRINCIPAL DEBT:**
Means the amount that is deferred and on which interest is calculated It comprises of the loan 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.

1.10 **GENERAL SAMBA AGREEMENT:**
Means the agreement for membership that the Applicant and the Credit Provider concluded and all the terms and conditions of the agreement.

1.11 **ANY REFERENCE TO "YOU" OR "YOUR":**
Means the Applicant and credit receiver being the holder of this loan account and also the consumer as refered to the Act.

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 loan amount can be advanced to the Applicant. This fee is not applicable where a new loan replaces an existing loan or where an additional loan amount is paid in terms of a change to an existing Agreement.

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 on it.

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, and for legal costs, collection costs and commission on all payments made by the Applicant if the matter is referred to a debt collection company or attorney. 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 Provider's offer of credit life insurance as discussed in the next section.

3. **CREDIT LIFE INSURAN:**

3.1 The Applicant may take out credit life insurance to cover the Applicant's outstanding obligations under the Agreement at any time, and will make sure that the Credit Provider is named as Loss Payee under this policy.

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

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

3.4 Credit life insurance provides cover in respect of the settlement value of the Applicant's loan (including any additional loan amount that may be paid out to the Applicant in terms of a change to the Agreement but excluding any arrears or finance charges) on the death, disability or retrenchment of the Applicant.

3.5 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 cover.

3.6 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:

3.6.1 Disclose the monthly premium cost of the insurance and include it in the

Applicant's monthly instalment amount;

3.6.2 If applicable, prior to the Applicant's acceptance of any subsequent quotation for an additional loan amount, disclose any change in monthly premium cost;

3.6.3 Disclose the amount of any commission that the Credit Provider may receive

3.6.4 Pay over 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,·

3.6.5 Prior to concluding the Agreement, the Credit Provider will provide a written summary of the benefits, terms and conditions of the policy and answer any questions that the Applicant may have with African Unity Life assistance where necessary;

3.6.6 After concluding the Agreement, send the Applicant a detailed policy document listing benefits, terms, exclusions and claims procedures.

3.7 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

4. **REPAYMENTS AND HOW THE CREDIT PROVIDER WILL USE THE APPLICANT'S PAYMENTS:**

4.1 If the Applicant chooses to pay the initiation fee upfront the Applicant needs to make the payment in the account that the Credit Provider indicates to the Applicant, quoting the reference number that the Credit Provider with proof of such payment before the loan amount can be advanced to the Applicant.

4.2 Instalment are debited to the Applicants general Samba Account where after payments must be done according to the terms and conditions of the standerd Samba agreement (membership agreement);

4.3 The Applicant may pre-pay any of the instalments without penalty. The Applicant's repayment will be used to reduse the Applicant's obligations in the following order:

4.3.1 against due or unpaid interest;

4.3.2 against due or unpaid due or unpaid fees or changes; and

4.3.3 against the amount of the principal debt.

4.4 The Application is not entitled to bring any amount owed to the Applicant by the Credit Provider into equation to reduce the outstanding amount that is of may become payable to the Credit Provider.

5. **EARLY SETTLEMENT OF THE AGREEMENT:**

5.1 The Applicant may settle this agreement in full at any time, with or without notice, by paying the settlement value to the Credit Provider .

5.2 In such an event, the settlement value will be the unpaid balance of the principal debt plus the unpaid interest and all other fees and charges payable by the Applicant to the Credit Provider up until the settlement date. The Application may obtain the settlement value from the Credit Provider at any time. If payment is made via internet, the Samba member number must be used as reference and the proof of payment must be provided to the Credit Provider.

6. **BREACH:**

6.1 If the Applicant does or omits to do or allow anything which may in any way prejudice the Credit Provider rights under the Agreement or by which the Credit Provider may suffer any loss or damage, including late payment or non-payment of any instalments, the Applicant will be default of the Agreement immediately upon the prohibited event or action or omission taking place. The Credit Provider is entitled to claim immediate payment of all the outstanding amounts incurred as a result of this agreement.

6.2 If the Applicant pays any instalments later than the date that they are due, the Applicant will pay additional interest on the arrear amount at the same interest rate for the outstanding accounts as set out in the terms and conditions for the general Samba account and agreement.

6.3 If the Applicant fails to pay any amounts due under the Agreement, then the Credit Provider may (without affecting any of the Credit Provider's other rights), proceed with legal action for the enforcement and termination of the Agreement as set out in Chapter 6 Part C of the Act. Where the Applicant is in default under the Agreement, the full outstanding capital balance will become due and payable immediately and the Applicant will also be liable for default administration charges and collection costs interms of the Supreme Court Act, the Magistrate's Court Act, the Debt Collectors Act or the Attorneys Act, whichever is applicable.

6.4 Should the Credit Provider elect to enforce the Agreement, the procedure set out hereunder will be followed

6.4.1 A letter will be dispatched to the Applicant drawing the Applicant default under the Agreement to the Applicant's attention;

6.4.2 A proposal will be made in that letter that the Applicant may refer this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court or Ombud with jurisdiction with the intention that the Credit Provider resolves any disputes or develop and agree on a plan to bring the payments under this Agreement up to date;

6.4.3 If the Applicant applied for debt review in terms of Section 86 of the Act, and the review is not finalized within sixty (60) business days after the Applicant applied for the debt review the Credit Provider may send a notice, terminating the debt review in termsof Section 86 (10) of the Act.

6.5 Should the Applicant apply for debt review in this way the Applicant will not be able to enter into any other credit agreement incur any further chargers under a credit facility (such as using a credit card) until such time as the Applicant application has been rejected or the Applicant have settled all the Applicant obligations under all credit agreements as agreed by the court

6.6 Legal proceedings will not be commenced agianst the Applicant unless:

6.6.1 the Applicant has been in default for at least twenty (20) business days, and

6.6.2 at least 10 business days have elapsed since the default letter or notice referred to above has been delivered (which ten (10) day period may run concurrently with the twenty (20) day default period); and

6.6.3 the Applicant has failed to respond to the default letter, or the Applicant has responded by rejecting the Credit Provider proposal.

6.7 The Credit Provider has the right to terminate a credit agreement before the time in terms of Sec 723 of the Act and should the Credit Provider elect to terminate this Agreement in terms of this Section, the same enforcement procedure setout above will be followed prior thereto.

6.8 At any time before termination of the Agreement the Applicant is entitled to reinstate the Agreement if it is in default by paying all overdue amounts, as well as the Credit Provider's permitted default charges and reasonable costs up to the time of reinstatement.

6.9 In terms of any legal proceedings or lawsuits with regards to this agreement, the parties agree to the jurisdiction of the Magistrate's Court that by virtue of Section 28(1) of the Act on Magistrate Courts, 7944 has iurisdiction: With the understanding that the Credit Provider is entitled to lodge any such proceedings in the High Court.

6.10 The Applicant understands that if he/she is in breach of this agreement, the Credit Provider will proceed with legal steps against the Applicant which may include but is not limited to taking judgment, attachment of movable and immovable assets and/or any further execution steps as may be necessary to collect the amounts due.

7. **STATEMENT OF ACCOUNT:**

7.1 It is agreed upon by the Applicant that the Credit Provider will send the Applicant regular quarterly statements of this loan account, in the same manner as elected by the Applicant to receive his/her general Samba Account..

8. **ADDRESSES AND THE RECEIVING OF DOCUMENTS:**

8.1 The Applicant nominates the following address:

If the above address is not completed, the Applicant nominates the adderss as stated on page 1 of this application.

8.2 The Applicant agrees that the postal or email addresses that the Applicant provided are the addresses to which the Credit Provider must send all post and other communication, including statement of account. The Credit Provider will not send any such communication to the Applicant by email unless the Applicant has given the Credit Provider permission to do so.

8.3 The Applicant must advise the Credit Provider in writing of any change to any address or to any other of the Applicant's contact details, including email address and telephone numbers. If the Applicant fails to give notice of a change of address, the Credit Provider may use the last address the Credit Provider has for the Applicant, even if this address is no longer correct.

8.4 The Applicant accepts that the Applicant will be deemed to have received a notice or letter five (5) days after the Credit Provider have posted it or two (2) days after the Credit Provider has emailed it.

9. **CERTIFICATE OF BALANCE:**

9.1 A Certificate of balance signed by the Credit Provider (or its agent whose appointment, qualification and/or authority need not be proven) 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:

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

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

10. **CESSION AND ASSIGNMENT:**

The Credit Provider may, with or without notice to the Applicant, transfer the Credit Provider rights and obligations under the Agreement to any Credit Provider, and the Applicant's agrees that the Applicant will continue to fulfill the Applicant's obligations to the new Credit Provider.

Applicant's initial..................Spouse/Parent/Surety........................

11. **CREDIT BUREAU:**
The Applicant confirms that he/she is aware of and gives permission to the following:

11.1 The Credit Provider may supply the Credit Bureau known as Experian, or any other Credit Bureau with information relating to the application, opening and closing of an account and that Experian can make the information known other registered Credit Provider and to Experian Credit Bureau clients for the prescribed reasons

11.2 Breaching of the terms and conditions as defined in the credit agreement will be referred to the above mentioned Credit Bureau and Experian may supply other registered Credit Providers and Experian clients for the prescribed reasons with the relevant information.

11.3 The Credit Bureau supplies a credit profile and credit score of the Applicant creditability.

11.4 The Credit Bureau that will be is Experian, Compuscan House, 3 Neutron Ave, Technopark, Stellenbosch, 7600, Call office 0861514131.

11.5 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 call office at 0861514131.

11.6 The Credit Provider will inform the Applicant at least twenty (20) business days beforehand by any means of a notice addressed to the address (referred to in clause 8) of the Applicant of his intention to send unfavorable 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.

12. **COMPLAINTS AND DISPUTES:**

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

12.2 If the Credit Provider cannot resolve the Applicant's complaint or dispute, the Applicant also has the right to request the assistance of the Credit or Financial Ombudsman who ever have jurisdiction, 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.

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

12.3.1 National Credit Regulator and Tribunal are as follows: 127 15th Street, Randjiespark, Midrand, Tel: 011 5542600, Fax: 011 4846122, Call centre: 0860 627 627 of 0860 NCR NCR, Email: info@ncr.org.za or complaints@ncr.org.za, Website: www.ncr.org.za. National Consumer Tribunal: 012 663 5675 (t) or email: Registry@thenct.org.za.

12.3.2 Credit ombudsman is:Fern Ridge Office Park, 5 Hunterstreet, Johannesburg, Call centrum 0861 662837 or 0861 OMBUS, Email ombud@crditombud.org.za

12.3.3 Ombudsman for financial services is: PO Box 74571, LynwoodRidge, 0040, Tel: 012 4709080, Share call: 0860324766 (0860 FAISOM), email: info@faisombud.co.za.

13. **RIGHT TO APPLY TO A DEBT COUNSELLOR:**

13.1 The Applicant has the right to apply to a Debt Counsellor to be declared over-indebted in terms of Section 86 of the Act and to ask for assistance prior to the Credit Provider taking any enforcement action against the Applicant if the Applicant is in default under the Agreement.

13.2 The contact details for Debt Counsellors in the Applicant's area can be obtained from the National Credit Regulator if the Credit Provider is unable to assist the Applicant in this regard. The Debt Counsellor will require the Applicant to complete a Form 76 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.

14. **OTHER RIGHTS:**

14.1 Under the National Credit Act, the Applicant has the right:

14.1.1 to apply for credit;

14.1.2 to protection against discrimination in respect of credit;

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

14.1.4 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;

14.1.5 to information in plain and understandable language;

14.1.6 to receive all documents that are required by the Act;

14.1.7 to in terms of Sec 727 of the Act terminate this credit agreement within five (5) business days after the date on which the agreement was signed by the Applicant, by delivering a notice in the prescribed manner to the Credit Provider, and by tendering the return of any money or goods or paying in full for any services received by the Applicant in respect of this agreement;

14.1.8 to be provided with a quotation that is valid for five (5) business days and with a Pre-agreement Statement, the terms and conditions of both of which shall be fully explained to the Applicant prior to the Applicant entering into any credit agreement;

14.1.9 to in terms of Sec 122 of the Act terminate the credit agreement at any time by paying the settlement amount to the Credit Provider in accordance with Sec 125 or by surrendering the money or goods to the Credit Provider in accordance with Sec 127;

14.1.10 to be excluded from any-

14.1.10.1 telemarketing campaign that may be conducted by or on behalf of the credit provider if the Applicant chose to be;

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

14.1.10.3 any mass distribution of email or sms messages by or on behalf of the Credit Provider if the Applicant chose to be.

14.1.11 The Applicant may exercise this right when accepting the Applicant loan quotation, or at any other time by contacting the Credit Provider.

14.1.12 An Applicant, in terms of sub-regulation 10A of the Act, whose application for credit was refused, may at any time lodge a complaint in terms of Section 134 or 136 with the Credit Provider for dispute resolution.

14.1.12.1 The Credit Provider must attempt to resolve the complaint within fourteen (14) business days after receiving notification of the complaint from the ombud in terms of Section 134 of the Act.

14.1.12.2 If the grievance is not addressed by the Credit Provider within the period referred to in sub-regulation 10A(15), the Applicant can approach the National Credit Regulator.

14.1.12.3 The National Credit Regulator must resolve the complaint within seven (7) business days.

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

15. **ENTIRE AGREEMENT AND INTERPRETATION :**

15.1 This loan agreement, pre-agreement statement and quotation as well as the terms and conditions for the general Samba agreement constitutes the entire agreement between the Credit Provider and Applicant and nothing at variance with the terms hereof shall be binding unless reduced to writing and signed by or on behalf of the Credit Provider and Applicant.

15.2 The headnotes are for reference only and shall not affect the interpretation of the clauses to which they relate.

15.3 No latitude, extension of time or other indulgence which may be given or allowed by the Credit Provider to the Applicant in respect of any payment provided for in this agreement or the performance of any other obligations hereunder shall under any circumstances operate as a waiver or a novation of, or otherwise affect any of the Credit Provider's rights in terms of or arising out of this bond, or preclude the Credit Provider from enforcing at any time and without notice, strict and punctual compliance with each and every provision or terms hereof.

16. **OTHER ACKNOWLEDGMENTS AND CONFIRMATIONS:**

16.1 All successful loan Applicants will be provided with a quotation as required by the Act, at which time all financial details including interest rate and other costs specific to the Applicant's application will be disclosed

16.2 Should the Applicant at any time request any additional loan amount as a change to the Agreement, a further quotation will be provided reflecting the amended financial details resulting from any change in loan amount, repayment period, interest rate or cost of the credit life insurance (if applicable).

16.3 Quotations are valid for five (5) business days, during which time any documentation requested from the Applicant must be delivered to the Credit Provider. The Applicant's loan amount will only be paid to the Applicant once the Credit Provider has received all the required documentation from the Applicant which includes but is not limited to the signed quotation and loan agreement.

16.4 Such documentation may include, but is not limited to, proof of residential address, proof of payment of Initiation fee (if applicable and if the Applicant chooses to pay this fee upfront), and any documentation relating to credit life insurance where the Applicant chooses not to accept the Credit Provider's credit life insurance.

16.5 Applications, quotations and acceptance thereof may be telephonic, in which case such conversations will be voice recorded

16.6 By accepting the quotation and the terms of the Pre-Agreement Statement the Applicant acknowledges and confirms that:

16.6.1 the Applicant is not currently over-indebted,·

16.6.2 the Applicant is not under administration, sequestration, debt review or a restructuring order and has not been declared mentally unfit by an order of court;

16.6.3 the Applicant has read and understood this pre-agreement statement before accepting any loan amount that the Applicant may be offered,·

16.6.4 the quotation and pre-agreement statement have been discussed with the Applicant and the Applicant understands and appreciates the cost, risks and obligations associated with the Applicant entering into the agreement;

16.6.5 if the Applicant is married in community of property, the Applicant requires the Applicant's spouse's consent to enter into this agreement and the Applicant has obtained such consent;

16.6.6 any additional loan amount that may be extended to the Applicant as a change to the Agreement will not create a new agreement, and such extension will be on the same terms and conditions as contained herein;

16.6.7 the Applicant has not taken up any further credit other than that which already existed at the time the Applicant applied for finance;

16.6.8 all the information that the Applicant has given the Credit Provider is true and correct and in full in every respect and that the Credit Provider may rely on this information;

16.6.9 if the Applicant fails to pay any amounts due under the agreement, the Credit Provider will be entitled to contact the Applicant in respect of these failed payments any day of the week.

17. **CONTACT DETAILS & COMPLAINTS PROCEDURE:**

Samba Co-Operative key individual and representative:
Rudi Besselaar
PO Box 911, Bloemfontein, 9301
Tell: 051-448 0111

Samba Co-operative Compliance Officer:
Johan le Roux
Corlinlaan 7, Arbortum, Bloemfontein, Tell: 051-4018300

The Ombudsman
Private Bag x45
Claremont 7735
Share Cell: 0860 703 236
Tell: 021-657 5000
Fax: 021-674 0957
E-mail: info@ombud.co.za

Ombudsman for Financial Services
Posbus 74571
Lynnwood Ridge
0040
Tel: 012-470 9080
Share Cell: 0860 324 766 (0860 FA/SOM) Fax: 072-348 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.

Applicant's initial..................Spouse/Parent/Surety........................

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: