

## Part B - Terms and conditions for personal loans

### 1 Definitions

- **"account"** means the loan account opened in our books in respect of this Agreement;
- **"Act"** means the National Credit Act No. 34 of 2005, as amended, replaced or re-enacted from time to time;
- **"Agreement"** means the quotation/cost of credit section - Part A - read together with these terms and conditions (Part B) and all letters and notices;
- **"Bank", "we", "us" or "our"** means The Standard Bank of South Africa Limited (Registration number 1962/000738/06), its successors in title or assigns;
- **"Borrower", "you" or "your"** means the person described as the Borrower in Part A;
- **"business days"** mean any days other than a Saturday, Sunday or a public holiday in the Republic of South Africa;
- **"collateral"** means any security provided to us to secure the repayment of your loan obligations in terms of this Agreement;
- **"credit limit" or "reduced credit limit"** means the amount of the loan that is available for use by you in terms of this Agreement;
- **"current account"** means an active account into and from which deposits and withdrawals can be made by way of cheques, bills, repayment authorisations, any of our self-service channels, etcetera;
- **"loan"** means the amount we have agreed to lend you in terms of this Agreement;
- **"margin"** means the number of percentage points interest charged by us above or below the prime interest rate or official rate, whichever is applicable;
- **"minimum repayment"** means the amount reflected on your statement;
- **"natural person"** means a private individual, and for purposes of this definition, a trust with less than three trustees, all of whom are private individuals;
- **"official rate"** means the official rate of interest used in the determination of taxable employment benefits, as prescribed by the Income Tax Act, 1962, as amended, replaced or re-enacted from time to time, being the reference rate in respect of employees of the Bank;
- **"payment date"** means the due date for payment of all amounts due and payable as shown on your statement;
- **"prime interest rate" or "prime"** means our published variable interest rate;
- **"repayment"** means a payment made by you to us to pay off the loan;
- **"repayment authorisation"** means the method by which you effect repayments that may be required in the "Minimum repayment" clause in Part A and includes a debit order; and
- **"surety"** means a person who undertakes to pay, in full or in part, the amount owing in terms of this Agreement in the event of default by you.
- The singular includes the plural and vice versa, any gender includes the other gender and persons include natural and juristic persons.
- The headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.

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## **2 Provision of financial information**

At our request, you will be required to provide us with your latest financial statements, contingent liability details and any other reasonable information relating to you and/or your financial affairs. This information may also be required from any surety for this Agreement.

## **3 Exchange control**

If you, or any surety for your obligations in terms of this Agreement, become subject to the provisions of Exchange Control Regulation 3(1)(e) and/or (f) you must advise us immediately in writing as it may be necessary for us to report this to the Exchange Control authorities.

## **4 Payments**

- 4.1 You must pay to us all amounts that are due and payable in terms of this Agreement, on or before the payment date, without any deduction or demand.
- 4.2 We will credit each repayment made under this Agreement to you on date of receipt of the payment, as follows:
  - 4.2.1 firstly, to satisfy any due or unpaid interest charges;
  - 4.2.2 secondly, to satisfy any due or unpaid fees or charges;
  - 4.2.3 thirdly, to reduce the amount of the principal debt.
- 4.3 You have the right at any time to pay in advance any amounts owed to us without notice or penalty irrespective of whether or not they are due.
- 4.4 You may not be able to draw against certain deposits (for example, bills, cheques, debit orders) to your account until they have been duly and legally paid, even if your account has already been credited. Such funds are subject to a 7 (seven) business days clearance period.

## **5 Statements**

- 5.1 We will provide you with a statement of account periodically and in the frequency and medium selected by you during the application for this loan. You may dispute all or part of the statement delivered to you by sending us written notice of your objections.
- 5.2 Your statement will show the outstanding balance, and where applicable, the minimum repayment owing to us and the date by which you must make the repayment to us.
- 5.3 You should contact us either via a branch or via the Customer Contact Centre on telephone number 0860 123 000 if you do not receive a statement or if you require any additional statements. Failure to receive a statement will not entitle you to refuse or fail to pay any amount that is due to us.
- 5.4 Subject to the provisions of clause 13.1 of this Part B, a transfer from or a credit to your account is processed on the date on which the transaction is effected.
- 5.5 We may subsequently adjust debits or credits to your account and account balances so as to reflect both your and our legal obligations accurately.

## **6 Collateral**

- 6.1 We have the right to ask you to provide us with additional collateral to secure repayment of the loan if:

- 6.1.1 the value of any collateral held by us to secure your obligations in terms of this Agreement is no longer adequate; or
  - 6.1.2 in our opinion your account conduct increases our risk regarding the loan or any other amount owing to us in terms of any other Agreement.
- 6.2 The collateral may be realised in part or in full:
- 6.2.1 if you give written notice to us to terminate this Agreement and request that we realise any collateral which is held by us for your obligations in terms of this Agreement. We may realise the collateral in accordance with the procedures of the Act and credit your account with the proceeds from the realisation of the collateral. If the amount credited to your account exceeds the settlement amount prior to the realisation of the collateral and if there is another credit provider with a registered credit agreement in respect of the same collateral, we are required by the Act to pay the excess to the National Credit Tribunal. If there is no other credit provider the excess will be paid to you, or to any surety whose supporting collateral has been realised and has resulted in the receipt of excess funds; and/or
  - 6.2.2 if you are in default in terms of this Agreement and we withdraw your rights in terms of this Agreement in accordance with clause 10 of this Part B; or
  - 6.2.3 where a court has issued an attachment order in our favour.
- 6.3 Any collateral required by us in respect of the loan will not affect any other collateral that we may already hold or any rights that we may have in terms of this Agreement.

## **7 Costs, fees and charges**

- 7.1 We may charge and recover the following fees in respect of this Agreement as set out in Part A, provided that the amount of any fee charged and recovered does not exceed the legal maximum permissible:
- 7.1.1 an initiation fee in respect of the costs of initiating this Agreement;
  - 7.1.2 where applicable, a monthly service fee recoverable by us in connection with the routine administration cost of maintaining this Agreement;
  - 7.1.3 where applicable, the cost of any credit insurance/assurance for which we pay the premiums on your behalf;
  - 7.1.4 default administration charges to cover administration costs incurred as a result of you defaulting on an obligation under this Agreement; and
  - 7.1.5 collection costs, being amounts that may be charged by us in respect of the enforcement of your monetary obligations under this Agreement, but which does not include default administration charges.
- 7.2 All costs, fees and charges in respect of this Agreement will be debited to the accounts specified, and on the dates reflected, in Part A.
- 7.3 Where there is a change in the frequency or time for payment of a fee or charge, we will give you written notice of at least 5 (five) business days setting out the particulars of the change.
- 7.4 If we charge a fee in respect of this Agreement which is less than the prescribed legal maximum, then we may at any time increase it by giving you written notice of the increase no later than 5 (five) business days following the date on which the relevant fee changed.
- 7.5 You must pay to us all applicable costs, fees and charges set out in this clause 7, together with the principal debt and interest on the principal debt as set out in this Agreement.

7.6 We may charge and recover from you interest on and in respect of any unpaid interest, costs, fees and charges referred to in this clause 7 and clause 8 of this Part B. Interest will be charged at a rate not exceeding the highest interest rate applicable to any part of the principal debt, provided that the amounts that accrue during the time you are in default will not in total exceed the unpaid balance of the principal debt at the time of default.

## 8 Interest

8.1 If a variable interest rate is applicable to this Agreement:

8.1.1 the rate is linked to our prime interest rate or the official rate (whichever is applicable), by a margin related to prime or the official rate (whichever is applicable), that is determined by us and has been disclosed in the "Variable interest rate(s)" clause in Part A; and

8.1.2 we may, from time to time, vary the interest rate if prime or the official rate (whichever is applicable) fluctuates, provided that this new rate does not exceed the legal maximum permissible rate. If we do amend the interest rate, we will advise you in writing within at least 30 (thirty) business days after the change becomes effective.

8.2 The interest payable by you is:

8.2.1 calculated on a daily basis on the outstanding balance;

8.2.2 calculated on a 365-day year, irrespective of whether the relevant year it is a leap year;

8.2.3 charged monthly in arrears and is due and payable immediately; and

8.2.4 debited to your account.

## 9 Termination of this Agreement by you

9.1 You may terminate this Agreement, and settle the amount owing to us at any time with or without advance notice to us. The amount required to settle this Agreement will be the total of:

9.1.1 the unpaid balance of the principal debt; and

9.1.2 the unpaid interest charges and all other costs, fees and charges payable by you up until the settlement date.

9.2 If you would like a statement of the settlement in respect of the amount owing on your account, we will provide such statement, in writing, within 5 (five) business days of your request to do so.

## 10 Default

10.1 Default in terms of this Agreement will occur if:

10.1.1 you fail to make repayment, in full, on or before the payment date, of any amount owing by you; or

10.1.2 you breach this Agreement, or any other Agreement between us, and you fail to remedy the breach within the time period specified in our written notice to you; or

10.1.3 there is a material deterioration in your financial position. For purposes of this clause, "material deterioration" means material deterioration in our reasonable opinion; or

10.1.4 you or any surety commit any act of insolvency which may include:

10.1.4.1 you or the surety agreeing to defer payment of any amount owing by you or the surety to any of your or the surety's creditors; or

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- 10.1.4.2 you or the surety making, or offering to make, any arrangement with your respective creditors to release you or the surety wholly or partially from your or the surety's debts; or
- 10.1.4.3 a writ of execution (a formal written order) issued by any competent court attaching any of your or the surety's assets remaining unsatisfied for more than 7 (seven) days after the date on which it is issued; or
- 10.1.4.4 a provisional or final order being passed placing you or the surety under sequestration, liquidation or judicial management; or
- 10.1.5 any court orders you or the surety to make payment of any amount that is owed and you or the surety do not make the payment within 7 (seven) days, unless an appeal has been noted against such order; or
- 10.1.6 a court grants a garnishee order attaching part of your or the surety's income to settle any amount owing by you or the surety; or
- 10.1.7 you are placed under administration order; or
- 10.1.8 any representation, warranty or assurance made or given by you in connection with your application for this loan or any information or documentation supplied by you is, in our opinion, materially incorrect; or
- 10.1.9 you generally do or omit to do anything which may affect our rights or collateral in terms of this Agreement ; or
- 10.1.10 you fail to provide any additional collateral which is requested in terms of clause 6.1 of this Part B; or
- 10.1.11 any surety in respect of this Agreement:
  - 10.1.11.1 fails to satisfy their suretyship commitment when requested to do so; or
  - 10.1.11.2 commits any breach of their obligations to us, whether as surety or otherwise; or
  - 10.1.11.3 delivers to us written notice of termination of their liability under their suretyship; or
- 10.1.12 the proceeds from the realisation of any collateral held for this Agreement are insufficient to repay all amounts owing to us and, despite us requesting repayment of the full amount owing, you have failed to repay this remaining settlement amount.
- 10.2 If you default in your obligations under this Agreement we will:
  - 10.2.1 provide you with written notice of such default requesting that you rectify the default and advising you that you may refer this Agreement to a debt counsellor, an alternative dispute resolution agent, consumer court or ombud with jurisdiction, with a view to resolving any dispute under this Agreement or agreeing on a plan to bring the repayments due under this Agreement up to date; and/or
  - 10.2.2 suspend the credit limit, or reduced credit limit, on your account; and/or
  - 10.2.3 withdraw the credit limit, or reduced credit limit, by giving you 10 (ten) business days written notice; and/or
  - 10.2.4 approach a court for an order to enforce this Agreement if you are and have been in default under this Agreement for at least 20 (twenty) business days and at least 10 (ten) business days have elapsed since the delivery of the notice referred to in clause 10.2.1 above without you responding to such notice, or you reject the proposals in such notice.

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- 10.3 If you are in default and we withdraw your rights in terms of this Agreement and you dispute such withdrawal, you must continue to pay the amounts owing to us. The acceptance of such payments by us will not affect our claim of withdrawal or any other claim which we may have.
- 10.4 In the event of default, we may, at our election and without affecting any other rights that we may have in terms of this Agreement or otherwise, recover from you payment of all amounts owing under this Agreement (whether then owing or not) by adhering to the default procedure described above.
- 10.5 You may, at any time prior to us cancelling this Agreement, reinstate the terms of this Agreement by paying to us all amounts that are overdue, together with our permitted default charges and reasonable collection costs of enforcing this Agreement up to the time of reinstatement.
- 10.6 The above default clauses and default procedure will not apply if:
  - 10.6.1 you generally do or omit to do anything which may cause us to suffer any loss or damage; or
  - 10.6.2 we in any way know or suspect that:
    - 10.6.2.1 your account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law; or
    - 10.6.2.2 you are involved in any illegal or terrorist activities.

In these circumstances we may, on notice to you, terminate our Agreement and call for immediate repayment of all amounts owing by you to us.

## 11 Information sharing

- 11.1 By entering into this Agreement you acknowledge and agree that we may provide the following information to any credit bureaux:
  - 11.1.1 details provided by you in your application for credit and this Agreement; and/or
  - 11.1.2 details of the conduct of your account; and/or
  - 11.1.3 details of any adverse information as defined in the Act. In respect of such adverse information, we will give you at least 20 (twenty) business days' notice of our intention to provide the credit bureaux with this information; and/or
  - 11.1.4 details of the transfer of our rights as a credit provider under this Agreement to another person; and/or
  - 11.1.5 any other details as may be required by the Act or applicable law.
- 11.2 Based on their records, the credit bureaux may provide a credit profile and/or a credit score on your creditworthiness to other credit providers.
- 11.3 You have the right to contact the credit bureaux to have your credit record with it disclosed and to request the correction of inaccurate information. The name(s) and contact details of the credit bureaux will be made available to you on request.
- 11.4 We may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on your account that gives us reasonable cause to suspect that the account is being used for improper purposes. The SAFPS may in turn make this information available to other members of the SAFPS if they carry out credit or other checks on your name.
- 11.5 At the request of any surety for this Agreement, you agree that we may provide them with a copy of this Agreement, together with any amendments thereto, and/or details of the conduct of your account.

## 12 Addresses for notices

- 12.1 You choose, as the address for the serving of legal notices in terms of this Agreement ("notice address"), your address set out in Part A.
- 12.2 Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to your notice address or the telefax number, email address or postal address provided in your application for this loan, or any address advised in terms of clause 12.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.
- 12.3 You must give us written notice to change your notice address, postal address, telefax number or email address. The change will be effective on the 10<sup>th</sup> (tenth) business day after receipt of the notice.
- 12.4 Any notice:
- 12.4.1 sent by prepaid registered post will be deemed to have been received on the 5<sup>th</sup> (fifth) business day after posting; or
  - 12.4.2 sent by ordinary mail will be deemed to have been received on the 7<sup>th</sup> (seventh) business day after posting; or
  - 12.4.3 delivered by hand will be deemed to have been received on the day of delivery; or
  - 12.4.4 sent by telefax or email will be deemed to have been received on the 1<sup>st</sup> (first) business day after the date it was sent.
- 12.5 Notwithstanding anything to the contrary contained in this clause 12, a written notice or communication actually received by you will be an adequate written notice or communication to you even though it was not sent to or delivered to your notice address, postal address telefax number or email address.
- 12.6 Where the post office does not effect street deliveries at your notice address, we may send any notices in terms of this Agreement to your post office box number.

### 13 General

- 13.1 If your due date for any repayment or the charging of interest, costs, fees or charges does not fall on a business day, the item(s) will be processed on the first business day thereafter.
- 13.2 We may withdraw the credit limit or reduced credit limit on your account or close, restrict activity or suspend access to withdrawals on your account, without notice to you if we must do so to comply with the law.
- 13.3 You must ensure that you, at all times, comply with legislation and other laws applicable to this Agreement.
- 13.4 Where the value of any collateral must be determined for any purpose related to this Agreement, and in our opinion we are required to appoint a valuator, you authorise us to appoint a valuator of our choice. You agree and undertake to accept such valuation. You will be liable for the costs of such valuation.
- 13.5 Any agreed changes to this Agreement will be made in writing and signed by both you and us in accordance with the Act. We will, no later than 20 (twenty) business days after the date of the agreed change to this Agreement, deliver to you a document reflecting the agreed amendment.
- 13.6 Unless specifically stated and agreed, any amendment to this Agreement will not create a new Agreement.
- 13.7 Any translated version of this Agreement is translated from this English version, and will be provided to you, upon request, for information purposes only. While the translated version of the Agreement describes the rights and obligations contained in this Agreement, please note that this English version of the Agreement signed by you constitutes the legally binding Agreement between us. Therefore, any enforcement procedures in respect of the Agreement will be based on this English version.

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- 13.8 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 13.9 You agree that if the Magistrate's Court has concurrent jurisdiction with the High Court over any dispute in terms of this Agreement then you consent to the Magistrate's Court having jurisdiction. If, however, the Magistrate's Court does not have concurrent jurisdiction with the High Court and the High Court has exclusive jurisdiction, then you consent to the jurisdiction of the High Court for purposes of any dispute arising out of this Agreement.
- 13.10 Any concessions we may give you will not be seen as a waiver of any of our rights under this Agreement or in any way affect any of our rights against you.
- 13.11 You must tell us immediately if you are placed under an administration order, become insolvent, or have any other form of legal disability.
- 13.12 A certificate signed by any of our managers, whose appointment need not be proved, will on its mere production be sufficient proof of any amount due and/or owing by you in terms of this Agreement, unless the contrary is proved.
- 13.13 We may without your consent or notice to you, cede and/or delegate any of our rights and/or obligations under this Agreement.
- 13.14 You may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.
- 13.15 You may apply to a debt counsellor to be declared over-indebted. Should the debt counsellor determine that you are over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of your agreements to be reckless or that your obligations be rearranged.
- 13.16 You have the right to:
- 13.16.1 resolve a complaint by referring the matter to a dispute resolution agent, the consumer court or the ombud with jurisdiction; and/or
  - 13.16.2 file a complaint with the National Credit Regulator in respect of any alleged contravention of the Act; and/or
  - 13.16.3 make an application to the National Consumer Tribunal ("tribunal") for:
    - 13.16.3.1 an order resolving a dispute over information held by a credit bureau; and/or
    - 13.16.3.2 an order compelling the delivery of a statement of account; and/or
    - 13.16.3.3 review of a statement of account; and/or
    - 13.16.3.4 permission to bring a complaint directly before the tribunal; and/or
    - 13.16.3.5 an order allowing late filing.
- The contact details of the above bodies and institutions are available at your request.
- 13.17 Each term of this Agreement is separate from the other. If any term is found to be defective or unenforceable for any reason by any competent court, then the remaining terms will be of and continue with full force and effect.
- 13.18 This Agreement constitutes the entire Agreement between the parties.
- 13.19 You should contact us at our contact telephone number in Part A if you need further explanation of anything related to, or referred to in this Agreement.

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