**Definitions**

**Account**
- The amount opened in our books in respect of this Agreement;

**Agreement**
- The pre-agreement statement and quotation/cost of credit section - (Part A) of this loan agreement read together with these terms and conditions (Part B) and all letters and notices relating to this document;

**Bank, we, us or our**
- The Stanbic Bank of South Africa Limited (Registration number 1962/000738/06), its successors in title or assigns;

**Borrower, you or your**
- The person described as the Borrower in Part A of this Agreement;

**Business Days**
- Any days other than Saturday, Sunday or a statutory holiday in the Republic of South Africa;

**Collection Costs**
- The amount that may be charged by us in enforcing your obligations under this Agreement, but excludes any Default Administration Charges;

**CPA**
- The Consumer Protection Act 68 of 2008 and all regulations promulgated in terms of this act;

**Credit advanced**
- The amount paid to you or on your behalf by us;

**Credit Limit or Reduced Credit Limit**
- The amount of the Loan, determined from time to time that is available for use by you in terms of this Agreement;

**Current Account**
- An active account into and from which deposits and withdrawals can be made by way of cheques, bills, debit authorisations, any of our self-service channels

**Debit Authorisation**
- A method by which you request a withdrawal or transfer of funds from your Account to your Transaction Account;

**Default Administration Charges**
- Charges which must be paid if you fail to pay any payment obligation under this Agreement;

**Deferred Amount**
- The amount due by you in terms of this Agreement, the payment of which is deferred and upon which interest is calculated. This amount includes:
  - interest;
  - the fees and charges set out in the quotation/Part A;
  - Default Administration Charges referred to in clause 6.1 below if such charges become applicable; and
  - Collection Costs as referred to in clause 6.2 below if such charges become applicable, from the date upon which any such amount becomes due or may be levied until all payment obligation under this Agreement have been made in full less any amount paid towards the settlement thereof or any amount credited towards the Deferred Amount at that time;

**Initiation Fee**
- The fee in respect of the cost of initiating the Agreement payable by you upon entering into the Agreement;

**Loan**
- The amount we have agreed to lend you in terms of this Agreement;

**Loan Account**
- The Loan Account in the name of the Borrower opened in our books in respect of this Agreement;

**Magistrates Court Act**
- The Magistrates Court Act 32 of 1944 and all regulations promulgated in terms of this act;

**Margin**
- The agreed number of percentage points interest charged by us above or below the Prime Interest Rate or Official Rate, whichever is applicable;

**Minimum Repayment**
- The amount advised to you by us and reflected on your monthly Statement as the amount to be paid;

**Natural Person**
- A person who has legal capacity to contract and who is not a **Company** or a **Trust**.

**NCA or Act**
- The National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;

**Official Rate**
- The official rate of interest used in the determination of taxable employment benefits, as prescribed by the Income Tax Act 58 of 1962, and all regulations promulgated in terms of this act, being the reference rate in respect of employees of the Bank;

**Parties**
- You and us and **Party** means any one of us as the context may indicate;

**Prime Interest Rate**
- Our publicly quoted basic rate of interest (percent, per annum/yearly, compounded monthly in arrears and calculated on the basis of a 365 day year, adjusted on a leap year) published by us from time to time as being our prime rate, as certified by any of our managers whose authority, appointment and designation need not be proved;

**Principal Debt**
- The total amount owing to us at any time in terms of this Agreement, which is reflected in the cost of credit (Part A) of this Agreement, being the amount deferred in terms of this Agreement;

**Repayment**
- A payment made by you to us;

**Repayment Due Date**
- The due date for payment of all amounts due and payable as advised to you by us;

**Service Fee**
- The fee levied by us in connection with the routine administration cost of maintaining this Loan which forms part of the Principal Debt;

**Settlement Date**
- The date on which all amounts due and payable to us by you are paid and this Agreement is cancelled;

**Staff**
- An employee of any member of the Standard Bank Group;

**Statement**
- A document reflecting the transactions made on your Account up to the date of the Statement, the full amount owing to us (including any legally permissible interest, costs, fees and charges that may be levied) and the due date of the Repayment due to us;

**Termination**
- A circumstance that means that you, or we, may withdraw from this Agreement. You will, on termination, be responsible to immediately pay all amounts that are due and payable by you to us; and

**Transaction Account**
- An account that offers the ability to deposit, have debit orders, transfer and withdraw funds;

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 reasonably required information or relating to you.

3. **Payments**
- You must pay us all amounts that are due and payable in terms of this Agreement, on or before the Repayment Due Date, without any deduction or demand.
The Repayments will continue for the duration of this Agreement and while any amounts are owed by you to us.

We will credit each Repayment made under this Agreement to your Account on the due date of the repayment as follows:
1. firstly, to satisfy any due or unpaid interest charges;
2. secondly, to satisfy any due or unpaid fees or charges; and
3. thirdly, to reduce the outstanding balance of the Principal Debt.

In the event of an increase in any legally permissible fee, charge or interest rate, in accordance with this Agreement, we will notify you of the increased fee, charge or interest rate and will increase the terms and conditions of the Account. The repayment amount remains the same for the term of the Loan.

You have the right at any time to pay in advance any amounts owed to us without notice, penalty, irrespective (i.e. no matter) of whether or not the amounts are due.

You shall not be entitled to deduct any amount which we may owe to you, from any amount owing or which may become owing to you by us, arising from this Loan or otherwise.

If you have indicated that you will pay the Initiation Fee in cash and you fail to pay such fee or any part thereof on the date on which you sign this Agreement, you agree that we may debit the unpaid Initiation Fee to the Loan Account as part of the Principal Debt.

If you have indicated that you will not pay the Initiation Fee separately, this Agreement will be an debitted to your Loan Account on acceptance of this Agreement by you.

If applicable, the monthly Service Fee referred to in Part A, to which these terms and conditions are attached, will be debited to the Loan Account.

You may not be able to draw against certain deposits (for example, bills, cheques, debit orders) to your Account until they have been duly cleared and legal tender, even if your Account has already been credited.

We will provide you with a periodic Statement and in the frequency and medium indicated in the application for this Loan. You may dispute (i.e. query) all or part of the Statement delivered to you by sending us written notice of your objections.

We will advise you how the minimum repayment is calculated, and where applicable, the Minimum Repayment owing to us and the date by which you must make the Repayment to us.

You may withdraw amounts from your Account through either branch or 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 and payable.

We will provide you with a periodic Statement and in the frequency and medium indicated in the application for this Loan. You may dispute (i.e. query) all or part of the Statement delivered to you by sending us written notice of your objections.

We will advise you how the minimum repayment is calculated, and where applicable, the Minimum Repayment owing to us and the date by which you must make the Repayment to us.

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We will advise you how the minimum repayment is calculated, and where applicable, the Minimum Repayment owing to us and the date by which you must make the Repayment to us.

You may withdraw amounts from your Account through either branch or 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 and payable.
any such limit (or part thereof) remaining is not used by you for an extended period of time; and
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.

9 Termination of this agreement by you
You may terminate this Agreement at any time with or without advance notice to us, by settling the amount owing to us. The amount required to settle this Agreement will be the total of:

- the unpaid balance of the Principal Debt as at Settlement Date; and
- all unpaid interest charges and all other costs, legally permissible fees, charges or penalties as provided for by you in terms of this Agreement up to and including the Settlement Date.

If you would like a settlement quote/Statement in respect of the amount owing on your Account, we will provide such a quotation/Statement, in writing, within 5 (five) Business Days of your request to do so.

10 Warranties, representations and undertakings

10.1 You warrant and represent to us on the date on which you sign this Agreement and every day thereafter for the duration of this Loan Agreement or any other documents supplied by you are materially incorrect or false; and/or

- 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, and you are not aware of any material facts or circumstances not disclosed to the Bank which, if disclosed, would adversely affect the terms of this Loan Agreement or any other documents supplied by you are materially incorrect or false; and/or

11 Default

11.1 Default in terms of this Agreement will occur if:

- you fail to pay any amount payable to us under this Agreement on the due date; and/or

- there is a material deterioration in your financial position. For purposes of this clause, material deterioration means material deterioration in our reasonable opinion that:

  · the interest and/or costs and/or fees and/or charges are debited to an account, other than the Loan Account, and there are insufficient funds in such account to be debited, on at least five occasions, to meet these amounts when they become due and payable; and/or

  · you fail to comply with any legislation and/or regulations applicable to this Agreement, or any environmental laws or responsibilities and, where applicable, ensure that the benefits payable under any insurance policies referred to in this Agreement will be sufficient to replace the property or assets covered thereby.

11.2 In the event of default, we may, at our election and without affecting any of our rights in terms of this Agreement or any other documents supplied by you are materially incorrect or false; and/or

1.2.1 give you written notice of such default requesting that you rectify the default; and/or

1.2.2 propose that you 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 your Repayments up to date; and/or

1.2.3 suspend the Credit Limit, or Reduced Credit Limit, on your Account; and/or

1.2.4 withdraw the Credit Limit, or Reduced Credit Limit, by giving you at least 10 (ten) Business Days written notice; and/or

1.2.5 review the terms and conditions applicable to the Loan; and/or

1.2.6 increase the rate of interest charged; and/or

1.2.7 convene legal proceedings to enforce this Agreement, if - we have given you notice as referred to in clause 11.2.1 above; and

- you have been in default under this Agreement for at least 20 (twenty) Business Days.

11.3 If you are in default and we exercise our rights in terms of clause 11.2 of this Agreement and you dispute our right to do so, you must continue to pay the amount owing under the Loan Agreement or the Reduced Credit Limit, as the case may be, for the duration of this Loan.
on the 5th (fifth) Business Day after posting; or

sent by ordinary mail will be deemed to have been received on the
7th (seventh) Business Day after posting; or

delivered by hand will be deemed to have been received on the
day of delivery; or

sent by telefax or email will be deemed to have been received on
the 1st (first) Business Day after the date it was sent.

13.5 Despite anything to the contrary set out in this clause 13, 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.

13.6 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.

14 Cession By The Bank

14.1 To the maximum extent permitted by law, you hereby agree
that we may, without further notice to you, cede all or part of
our rights and/or delegate all or any part of our obligations
under this Agreement, either absolutely or as collateral to any
person, even though that cession and/or delegation may result in
a splitting of claims against you.

14.2 If this Agreement is sold or ceded, you acknowledge that the
servicing and/or administration of this Agreement may, to the
maximum extent permitted by law:

14.2.1 be performed by us on behalf of the purchaser/cessionary; or

14.2.2 be contractually managed by a third party on behalf of
the purchaser/cessionary; or

14.2.3 be performed by the purchaser/cessionary itself.

These services and administrations can include the giving of notices,
realisation of any Collateral and the recovery of amounts due under
this Agreement.

14.3 If this Agreement, or any part thereof, is sold, ceded and/or delegated
to any person ("the purchaser/cessionary"), you acknowledge that:

14.3.1 we may elect not to cede or sell our rights under any Collateral
given directly or indirectly in respect of your obligations under this
Agreement ("Relevant Collateral") to the purchaser/cessionary.

14.3.2 notwithstanding anything to the contrary set out in this clause
you, or any part thereof, to the purchaser/cessionary, the
Relevant Collateral, or any part thereof as the case may be, will
continue to cover your indebtedness to us, our successors in title
or assigns under the Relevant Collateral, on the terms set out in the
Relevant Collateral, or any part thereof as the case may be.

14.4 Unless the context indicates otherwise, any reference to us in this
Agreement will be deemed to include our cessionary, successor in
title or agent.

15 General

15.1 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:

15.1.1 on the 1st (first) Business Day after that day; or

15.1.2 in respect of the Personal Loan Product on the 1st (first)
Business Day after the date it was sent.

15.2 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:

15.2.1 on the 1st (first) Business Day after the date it was sent.

15.3 Unless specifically stated and agreed, any amendment to this
Agreement will not create a new agreement.

15.4 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.

15.5 This Agreement will be governed by and interpreted in accordance
with the laws of the Republic of South Africa.

15.6 You consent in terms of section 45 of the Magistrate’s Court Act,
for the purposes of the Bank taking legal steps to enforce any of
its rights in terms of this Agreement, to the jurisdiction of any
Magistrate’s Court having jurisdiction in the area in which you
reside or work, despite the amount involved. You do not consent to
the jurisdiction of the High Court if the Magistrate’s Court has
concurrent jurisdiction.

To the maximum extent permitted by law, any special consideration
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.

A certificate signed by any of our managers, whose appointment
need not be proved, specifying the amount which you owe to us
and stating that such amount is due, owing and payable by you to
us, 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.

15.9 You may not transfer your rights or delegate your obligations under
this Agreement unless you have obtained our written consent.

15.10 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 restructured.

15.11 You have the right to:

15.11.1 resolve a complaint by referring the matter to a dispute resolution
agent, the consumer court or the ombud with jurisdiction; and/or

15.11.2 take action in respect of any alleged contravention of the CPA or NCA, file
a complaint with the:

· the National Consumer Commission in respect of the CPA; or

· National Credit Regulator in respect of the NCA.

15.11.3 make an application to the National Consumer Tribunal for:

· an order resolving a dispute over information held by a credit
bureau; and/or

· an order compelling the delivery of a Statement; and/or

· review of a Statement; and/or

· permission to bring a complaint directly before the tribunal;

· an order allowing late filing.

15.12 The contact details of the above bodies and institutions are
available at your request and shall also be available on our website.

15.13 We may terminate this Agreement, or any part thereof, at any
Time before the expiry of the Agreed Term in accordance with the
provisions of the NCA.

We may suspend your Loan Account at any time you are in default
under this Agreement or we may close the Loan Account on not
less than 10 (ten) Business Days prior written notice of the
intended closure to you.

15.14 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.

15.15 If any part of the clauses in this Agreement are found to be invalid,
illegal or unenforceable this will not affect the remaining clauses in
the Agreement. This Agreement constitutes the entire Agreement
between the Parties.

15.16 You should contact us at our contact telephone number in Part A,
to which these terms and conditions are attached, if you need
further explanation of anything related to, or referred to in this
Agreement.

The contact details of the Credit Bureau, National Credit Regulator,
National Consumer Tribunal and Banking Ombud are available on
our website and shall also be available on our website.

15.18 To the extent that this Agreement, or the goods or services which
are the subject of this Agreement, are governed by or subject to
the CPA, no provision of this Agreement is intended to contravene
the applicable provisions of the CPA.

15.19 All provisions of this Agreement will be deemed to be qualified to
the extent required in order to ensure compliance with the applicable
provisions of the CPA and this Agreement must be interpreted and
applied accordingly.

15.20 Save as provided for in clauses 5.4 and 5.5 above, any agreed
changes to this Agreement -

15.20.1 will be made in writing and signed by both you and us; or

15.20.2 if the changes are recorded telephonically, we will provide you with
written confirmation of the change.

We will deliver to you a document reflecting the agreed amendment,
no later than 20 (twenty) Business Days after the date of the
agreed change to this Agreement.