

**1 Introduction**

- 1.1 These Terms become effective when you register for a business transactional account.
- 1.2 You must know, understand and comply with these Terms and the General Terms and Conditions, as they are a binding agreement between you and us.
- 1.3 If there is a conflict between these Terms and the General Terms and Conditions, these Terms will apply.

**1.4 Important clauses, which may limit our responsibility or involve some risk for you, will be in bold or highlighted. You must pay special attention to these clauses.**

**2 Definitions**

We have defined some words for consistency. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way round.

**Account** The business transactional account opened by us in your name at your request. A business transactional account is any one or more of the following accounts: a business transaction account; a business current account; an executor's current account; an attorneys' trust account; a BizLaunch account; and a BusinessLink current account.

**Bank, we, us** The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.

**Card** Any bank card we issue to you, including any Additional Card and any replacement card.

**PIN** A confidential personal identification number used for operating on your Account.

**you/your** The person (including a legal entity) who applies for an Account, or in whose name an Account is opened and includes your successors and permitted assigns.

**3 Deposits**

- 3.1 To open your Account, you must make the minimum deposit required for your Account.
- 3.2 We will accept electronic fund transfers, cash and cheque deposits into your Account.
- 3.3 You may not deposit a postdated cheque without arranging with your branch for it to be processed as a Bill for Collection.

**4 Drawing un-cleared funds**

- 4.1 You may apply to draw on deposits (cash or cheques) immediately without waiting for such deposits to clear if you manage your Account responsibly. This is referred to as lifting the U-status on your Account.
- 4.2 Despite the convenience, it may also expose you to fraud if someone else manages to get hold of your Card and PIN. Having the U-status lifted on your Account may enable unauthorised parties to make fictitious deposits into your Account and withdraw money against these fictitious deposits.
- 4.3 You will be responsible for the amount of such withdrawals if you do not tell us immediately on realising that your Card is lost or stolen, or suspect someone may have your PIN. While lifting the U-status gives you immediate access to your deposits, it does not guarantee that a cheque or cash deposit has been or will be paid.
- 4.4 We may reinstate the U-status at any time at our discretion and will inform you in writing if we do so.

**5 Deposits reversed**

- 5.1 If a cheque or similar item deposited into your Account could not be cleared, we will debit your Account with the amount shown on the cheque.
- 5.2 If you are not the rightful recipient of a cheque deposited into your Account, we may debit your Account with the amount shown on the cheque and pay the money to the rightful recipient. We will, however, tell you if we have done so.

**6 Payments**

We will make payments from your Account if:

- you instruct us to do so
- and there is enough money in your Account.

**7 Stop payments**

- 7.1 You may stop the payment of a cheque that you have issued before it is presented to a bank for payment, unless we have already guaranteed that we would pay it.
- 7.2 You may dispute and/or stop payment on your debit order in writing. It is your responsibility to notify the party who is debiting your Account.

**8 Statements**

- 8.1 We will give you regular statements about your Account.

**9 General**

- 9.1 We may check that the details in your application form are correct with any references which you give.
- 9.2 You must notify us immediately if you are placed under an administration order, sequestrated or liquidated or placed under any other form of insolvency or legal disability, including business rescue.
- 9.3 You must notify us immediately if you receive a notice that you may be deregistered.
- 9.4 We are not responsible for any losses arising from unauthorised alterations to cheques which are not easily noticed.

**10 Incidental credit (This applies to you if you are a natural person)**

- 10.1 If you are subject to the provisions of the National Credit Act 34 of 2005 (the Act), as amended, replaced or re-enacted from time to time, then any amount overdrawn on your Account is due and payable immediately (overdrawn amount) by you to us (incidental credit agreement).
- 10.2 If you fail to immediately repay the overdrawn amount you will be in default and we will charge you:
- interest on such overdrawn amount, from the due date for payment, at the maximum interest rate permitted for incidental credit agreements under the Act; and
  - the fees and charges as set out in the full list of fees and charges applicable to your Account, as amended by us from time to time.
- 10.3 If you are in default, we will draw such default to your attention in writing (letter) and suggest that you refer the incidental credit agreement to a debt counsellor, or a dispute resolution agent, consumer court or ombud with jurisdiction.
- 10.4 If you fail to immediately repay the overdrawn amount we may also charge you default administration charges for each letter as provided for in the Act, and any reasonable and necessary expenses incurred in delivering the letter.
- 10.5 We may give notice to you to terminate any review by a debt counsellor, in respect of the incidental credit agreement, at any time after 60 (sixty) Business Days have passed from the date on which you applied for the debt review of the incidental credit agreement.
- 10.6 If we have to proceed to enforce our rights to recover the amount(s) you owe us, we will charge collection costs as permitted by the Act.

**11 Incidental credit (This applies to legal entities)**

- 11.1 If you are subject to the provisions of the National Credit Act 34 of 2005 (the Act), as amended, replaced or re-enacted from time to time, then any amount overdrawn is due and payable immediately (overdrawn amount) by you to us.
- 11.2 If you fail to immediately repay the overdrawn amount, we will charge you interest on such overdrawn amount, from the due date for payment. In addition to the interest charges, we will charge you such fees and charges as outlined in the full list of fees and charges applicable to the Account, as amended by the Bank from time to time.
- 11.3 A full list of the current fees and charges are available to you at any time on request, from any of our branches or on the internet at [www.standardbank.co.za](http://www.standardbank.co.za).

**12 BizLaunch account**
**(This section applies to you if you qualify for BizLaunch account)**

- 12.1 To open a BizLaunch account, you must meet the following qualification criteria.
- 12.1.1 be a brand new start up business customer that has never had a bank account;
- 12.1.2 be a business customer switching from another bank, but the business must be less than 12 months old;
- 12.1.3 be an existing Standard Bank business banking customer, with a business that is less than 12 months old; or
- 12.1.4 be an existing business in personal banking (regardless of bank, regardless of the age of the business).
- 12.2 You will pay fees on the BizLaunch account, as stated in the current pricing brochure.
- 12.3 The BizLaunch account is available to you for 12 months from the date that you open your Account. At the end of 12 months, your BizLaunch account will automatically be converted to a Business current account. The fees applicable to a Business current account, as detailed in the current pricing brochure, will apply to the Business current account after it has been converted.

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**1 Inleiding**

- 1.1 Hierdie Bepalings word van krag wanneer u vir 'n besigheidstransaksierekening registreer.
- 1.2 U moet hierdie Bepalings, asook die Algemene Bepalings en Voorwaardes, ken, dit verstaan en daaraan voldoen, aangesien dit 'n bindende ooreenkoms tussen u en ons is.
- 1.3 As hierdie Bepalings van die Algemene Bepalings en Voorwaardes verskil, sal hierdie Bepalings geld.

**1.4 Belangrike klousules wat ons verantwoordelikheid kan beperk of 'n risiko vir u kan inhou, word aangegee in vetdruk of word met kleur uitgelig. U moet spesiaal aandag skenk aan hierdie klousules.**
**2 Woordomskrywing**

Ons omskryf sekere woorde vir konsekwentheid. Hierdie woorde sal met 'n hoofletter begin, waar dit so aangedui word. Woorde in die enkelvoud sluit die meervoud in en andersom.

**Rekening** Die besigheidstransaksierekening wat ons op u versoek in u naam geopen het. 'n Besigheids- transaksierekening is enige een of meer van die volgende rekeninge: 'n besigheidstransaksie-rekening; 'n besigheidstjekrekening; 'n eksekuteurs- tjekrekening; 'n prokureurs-trustrekening; en 'n BusinessLink- tjekrekening.

**Bank, ons** Die Standard Bank van Suid-Afrika Beperk (Registrasienumer 1962/000738/06), sy opvolgers of regsverkygendes.

**U** Die persoon (met inbegrip van 'n regspersoon) wat aansoek doen om 'n Rekening, of in wie se naam 'n Rekening geopen is. Dit sluit ook u opvolgers en regsverkygenes in.

**Kaart** Enige bankkaart wat ons aan u uitreik, insluitend 'n Bykomende Kaart en enige vervangingskaart.

**PIN** 'n Vertroulike persoonlike identifikasienumer wat gebruik word om u Rekening te bedryf.

**3 Deposito's**

- 3.1 Om u Rekening oop te maak, moet u die minimum deposito wat vir u Rekening vereis word, inbetaal.
- 3.2 Ons aanvaar elektroniese fondsoorplasinge, kontant- en tjekdeposito's in u Rekening.
- 3.3 U mag nie 'n vooruitgedateerde tjek deponeer sonder om met u tak te reël dat dit as 'n Wissel vir Invordering verwerk word nie.

**4 Onttrekking van onverrekenende fondse**

- 4.1 U kan aansoek doen om onmiddellik teen deposito's (kontant of tjeks) te trek sonder om te wag dat sodanige deposito's verreken word, mits u u Rekening verantwoordelik bestuur. Hierna word verwys as die opheffing van die U-status op u Rekening.
- 4.2 Ondanks die gerief kan dit u blootstel aan bedrog as iemand anders u Kaart of PIN in die hande kry. As die U-status op u Rekening opgehef is, kan ongemagtigde partye fiktiewe deposito's op u Rekening maak en geld teen hierdie fiktiewe deposito's trek.
- 4.3 U sal aanspreeklik wees vir die bedrae wat op hierdie manier onttrek word indien u ons nie onmiddellik in kennis stel wanneer u beseft dat u Kaart verlore of gesteel is, of as u vermoed iemand het u PIN bekom nie. Hoewel die opheffing van die U-status u onmiddellike toegang gee tot u deposito's, is dit geen waarborg dat 'n tjek- of kontantdeposito betaal is of betaal sal word nie.
- 4.4 Ons kan te eniger tyd, na ons goeë dunks, weer die U-status instel. Ons sal u skriftelik in kennis stel as ons dit doen.

**5 Deposito's omgeswaai**

- 5.1 Indien 'n tjek of soortgelyke deposito in u Rekening nie verreken kon word nie, sal ons u Rekening debiteer met die bedrag wat op die tjek verskyn.
- 5.2 Indien u nie die regmatige ontvanger van 'n tjek is wat in u rekening gedeponeer is nie, kan ons u Rekening debiteer met die bedrag wat op die tjek verskyn, en die bedrag aan die regmatige ontvanger betaal. Ons sal u egter in kennis stel as ons dit gedoen het.

**6 Betalings**

- 6.1 Ons sal betalings uit u Rekening doen indien -
- u vir ons sê om dit te doen; en
  - daar genoeg geld in u Rekening is.

**7 Keerbetalings**

- 7.1 U kan die betaling keer van 'n tjek wat u uitgereik het voordat dit by 'n bank aangebied word vir betaling, tensy ons reeds gewaarborg het dat ons dit sal betaal.
- 7.2 U kan invordering van u debietorder skriftelik betwis en/of keer. Dit is u eie verantwoordelikheid om die party wat u rekening debiteer in kennis te stel.

**8 State**

- 8.1 Ons sal gereeld vir u state van u Rekening gee.

**9 Algemeen**

- 9.1 Ons kan by persone wat u as verwysings vermeld het, kontroleer of al die besonderhede in u aansoek korrek is.
- 9.2 U moet ons onmiddellik in kennis stel indien u onder 'n administrasie-

bevel geplaas word, gesekwestreer of gelikwider word, of indien u onder enige vorm van insolvensie of handelingsonbevoegdheid geplaas word, met inbegrip van ondernemingsredding.

- 9.3 U moet ons onmiddellik in kennis stel indien u 'n kennisgewing ontvang dat u gederegistreer kan word.

- 9.4 Ons is nie aanspreeklik vir enige verlies wat spruit uit ongemagtigde wysigings aan tjeks wat nie maklik waargeneem word nie.

**10 Bykomstige krediet (Dit is op u van toepassing as u 'n natuurlike persoon is)**

- 10.1 Indien u onderworpe is aan die bepalinge van die Nasionale Kredietwet, no.34 van 2005, (die Wet), soos van tyd tot tyd gewysig, vervang of herverorden, is enige bedrag wat op u Rekening oortrek word (oortrokke bedrag) onmiddellik deur u aan ons verskuldig en betaalbaar (bykomstige kredietooreenkoms).

- 10.2 Indien u versuim om die oortrokke bedrag onmiddellik terug te betaal, is dit 'n wanprestasie en sal ons -

- rente op sodanige oortrokke bedrag hef, vanaf die betaaldatum, teen die maksimum rentekoers wat toegelaat word vir bykomstige kredietooreenkoms ingevolge die Wet, en
- die fooie en vorderings hef, soos dit uiteengesit word in die volledige lys fooie en vorderings wat op u Rekening van toepassing is, soos van tyd tot tyd deur ons gewysig word.

- 10.3 Indien u wanprestasie het, sal ons sodanige wanprestasie skriftelik (per brief) onder u aandag bring en aan die hand doen dat u die bykomstige kredietooreenkoms na 'n skuldberader of 'n geskilbeslegtingsagent, verbruikershof of ombud met jurisdiksie verwys.

- 10.4 Indien u versuim om die oortrokke bedrag onmiddellik terug te betaal, kan ons u ook wanbetaling-administrasiekoste vra vir elke brief, soos dit in die Wet bepaal word, en vir alle redelike en nodige uitgawes wat aangegaan is met die aflewering van die brief.

- 10.5 Ons kan u te eniger tyd kennis gee om enige hersiening deur 'n skuldberader ten opsigte van die bykomstige kredietooreenkoms te beëindig na verloop van 60 (sestig) Besigheidsdae vanaf die datum waarop u aansoek gedoen het om die skuldheriening van die bykomstige kredietooreenkoms.

- 10.6 Indien ons regstappe moet neem om ons regte af te dwing om die bedrag/bedrae wat u aan ons skuld, te verhaal, sal ons invorderingskoste hef, soos deur die Wet toegelaat word.

**11 Bykomstige krediet (Dit is van toepassing op regspersone)**

- 11.1 Indien u onderworpe is aan die bepalinge van die Nasionale Kredietwet, no.34 van 2005, (die Wet), soos van tyd tot tyd gewysig, vervang of herverorden, is enige bedrag wat oortrek word (oortrokke bedrag) onmiddellik deur u aan ons betaalbaar.

- 11.2 Indien u versuim om die oortrokke bedrag onmiddellik terug te betaal, sal ons u rente vra op sodanige oortrokke bedrag vanaf die betaaldatum van die betaling. Benewens die rentekoste sal ons sodanige fooie en kostes verhaal soos dit uiteengesit is in die volledige lys fooie en koste wat van toepassing is op die Rekening, soos van tyd tot tyd deur die Bank gewysig.

- 11.3 'n Volledige lys van die huidige fooie en kostes is te eniger tyd op versoek beskikbaar by al ons takke of op die Internet by [www.standardbank.co.za](http://www.standardbank.co.za).

**12 BizLaunch-rekening (Hierdie afdeling is op u van toepassing as ukwalifiseer vir 'n BizLaunch rekening)**

- 12.1 Ten einde 'n BizLaunch-rekening oop te maak, moet u voldoen aan die volgende kwalifikasiekriteria: Dit moet:

- 12.1.1 'n splinternuwe onderneming wees wat nog nie van tevore 'n bankrekening gehad het nie;

- 12.1.2 'n onderneming wees wat van 'n ander bank oorskuif, maar die onderneming moet minder as 12 maande oud is wees;

- 12.1.3 'n bestaande Standard Bank besigheidskliënt wees, met 'n onderneming wat minder as 12 maande oud is; of

- 12.1.4 'n bestaande onderneming in persoonlike banksake (ongegag watter bank, ongeag van die ouderdom van die onderneming) wees.

- 12.2 U sal fooie betaal op die BizLaunch-rekening, soos gespesifiseer in die huidige prysingsbrojoure.

- 12.3 Die BizLaunch-rekening is vir u beskikbaar vir 12 maande vanaf die datum waarop u u Rekening oopmaak. Na verloop van 12 maande sal u BizLaunch-rekening outomaties omgeskakel word na 'n Besigheidstjekrekening. Die toepaslike fooie op 'n Besigheids-tjekrekening, soos uiteengesit in die huidige prysingsbrojoure, sal geld vir u Besigheidstjekrekening nadat dit omgeskakel is.

Parafeer hier