

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 that may limit our responsibility or involve some risk for you will be in bold or highlighted. You must pay special attention to them.

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 vice versa.

Account	The business transactional account opened by us in your name at your request. A business transactional account is any of the following accounts: a business transaction account, a business current account, an executor's current account, an attorneys' trust account, a BizLaunch account or a BusinessLink current account. This account may be a Shari'ah Account (if applicable)
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.
Islamic Financing Rate	The financing rate, used by the Bank, that is benchmarked to the publicly quoted variable base rate of interest per annum (as certified in writing by any manager or director of the Bank, whose appointment or authority does not need to be proved, and which certification will be binding on you and us in the absence of manifest error) and the rate at which the Bank lends on overdraft, as set out in our pricing schedule from time to time.
Mudarabah	A Shari'ah structure in terms of which you provide capital in the form of a deposit and we provide management and entrepreneurial skill. We will manage the capital by investing at our discretion in Shari'ah-compliant assets or accounts.
PIN	A confidential personal identification number used for operating on your Account.
Qardh	A loan that you give to us in the form of a deposit. You do not earn any return on it.
Shari'ah Account	An Account based on the Qardh and/or Mudharabah principle or the principle of any other approved structure as interpreted by the Shari'ah Advisory Committee of Standard Bank.
you/your	The person (including a legal entity) applying for an Account in whose name an Account is opened, including your successors and permitted assigns.

3 Deposits

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

4 Shari'ah Accounts

- 4.1 When you make a deposit into this Account, it is on the basis of either Qardh or Mudarabah.
- 4.2 It will also not allow for an overdraft nor attract any interest.
- 4.3 It is your responsibility to ensure that all amounts deposited in this account are from Shari'ah-permitted sources.

5 Drawing uncleared funds

- 5.1 You may apply to draw on any type of deposit without waiting 10 days for such deposits to clear. This is referred to as lifting the uncleared status (or "U-status") on your Account.
- 5.2 Lifting the uncleared status on your Account means the value of the deposit becomes available immediately, although in some cases it may still take a few days, but no more than 10 days.
- 5.3 The uncleared status on your account can be lifted on all types of deposits including cash deposits, cheque deposits, deposits made through credit transfers and payments, for example, deposits made at an ATM with an envelope or through cash feeding, deposits made inside a branch or transfers from one bank account to an account held at another bank.
- 5.4 Despite the convenience of having earlier access to the money through the lifting of the uncleared status on your Account, this may also expose you to fraud if someone pays a cheque into your Account and you release goods or transfer funds to another one of your accounts or you return some or all of the funds to the depositor because the funds are available. If the cheque is unpaid by the bank for any reason, the money will be reversed and you will have already released the goods or paid the funds, which may cause a loss to yourself. **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** should they have your card and PIN.
- 5.5 **Also, someone buying goods or services from you could make a fictitious deposit into your Account and provide you with a manufactured cash deposit slip. You then release the goods only to find out later that the deposit was fictitious.**

- 5.6 You will be responsible for the amount of the unauthorised withdrawals if you do not tell us that your Card is lost or has been stolen as soon as you realise it, or that you suspect someone may have your PIN, Digital Identity or OTP. While lifting the Uncleared status gives you immediate access to your deposits, it does not guarantee that a deposit has been or will be paid.
- 5.7 We may reinstate the U-status at any time at our discretion and will inform you in writing if we do so.

6 Deposits reversed

- 6.1 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.
- 6.2 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.

7 Payments

- We will make payments from your Account if:
- you instruct us to do so; and
 - there is enough money in your Account.

8 Stop payments

- 8.1 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 will pay it.
- 8.2 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 about this.

9 Statements

We will give you regular statements about your Account.

10 General

- 10.1 We may check with any references you gave if the details on your application form are correct.
- 10.2 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.
- 10.3 You must notify us immediately if you receive a notice that your business may be deregistered.
- 10.4 We are not responsible for any losses arising from unauthorised alterations to cheques that are not easily noticed.

11 Maintaining a credit balance (applicable to a natural person)

- 11.1 You agree to maintain a credit balance on your Account at all times. If your Account is not in a credit balance, any amount you owe to us is due and payable immediately.
- 11.2 If you do not pay us the amount owing immediately, you will be in default and we will charge you and you must pay:
- 11.2.1 interest on such amount from the due date for payment at the maximum interest rate allowed under governing laws as amended, replaced or re-enacted from time to time (governing laws); and
- 11.2.2 fees and charges as set out in the full list of fees and charges that apply to your Account and published in our pricing guide or on our website www.standardbank.co.za, as amended by us from time to time.
- 11.3 In the case of a Shari'ah Account, if you fail to immediately repay the overdrawn amount, you will be in default and:
- 11.3.1 You undertake to pay Standard Bank, for a donation to Charity, an amount equivalent to the Islamic Financing Rate on such overdrawn amount from the due date to payment but up to the maximum rate allowed under governing laws.
- 11.3.2 We will charge you the fees and charges as set out in the full list of fees and charges that apply to your Account on www.standardbank.co.za or in our pricing brochures, as amended by us from time to time.
- 11.4 If you are in default, we will draw such default to your attention in a written letter and suggest that you refer the matter to a debt counsellor, a dispute resolution agent, a consumer court or an ombud with jurisdiction.
- 11.5 If you do not pay the amount owing immediately, we may also charge you default administration fees for each letter as provided by governing laws, and for any reasonable and necessary expenses we incur in delivering the letter to you.
- 11.6 We may give notice to you to terminate any review by a debt counsellor at any time after 60 business days have passed from the date on which you applied for such debt review.
- 11.7 If we have to enforce our right to recover the amount you owe us, we will charge you collection costs as allowed by governing laws.
- 11.8 If your Account is not in a credit balance, this may affect your credit profile.

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12. Maintaining a credit balance (applicable to legal entities)

- 12.1 You agree to maintain a credit balance on your Account at all times. If your Account is not in a credit balance, any amount you owe to us is due and payable immediately.
- 12.2 If you do not pay us the amount owing immediately, you will be in default and we will charge you and you must pay:
- 12.2.1 interest on such amount from the due date for payment at the maximum interest rate allowed under governing laws as amended, replaced or re-enacted from time to time (governing laws); and
- 12.2.2 fees and charges as set out in the full list of fees and charges that apply to your Account and are published in our pricing guide or on our website www.standardbank.co.za, as amended by us from time to time.
- 12.3 In the case of a Shari'ah Account, if you fail to immediately repay the overdrawn amount, you will be in default and:
- you undertake to pay to Standard Bank for a donation to Charity, an amount equivalent to the Islamic Financing Rate on such overdrawn amount from the due date;
 - we will charge you the fees and charges as set out in the full list of fees and charges that apply to your Account on www.standardbank.co.za or our pricing brochures, as amended by us from time to time.

13 How we will apply payments

If you owe us any amount on your Account, we will apply (distribute) any funds paid into your Account:

- 13.1 firstly, towards any amounts you owe us as a result of transactions on your Account;
- 13.2 secondly, towards interest;
- 13.3 thirdly, towards fees.

14. BizLaunch account (applicable if you qualify for a BizLaunch account) (It does not apply to Shari'ah Accounts.)

- 14.1 To open a BizLaunch account, you must meet the following qualification criteria:
- 14.1.1 be a brand-new start-up business client that has never had a bank account;
- 14.1.2 be a business client switching from another bank, but the business must be less than 12 months old;
- 14.1.3 be an existing Standard Bank business banking client, with a business that is less than 12 months old; or
- 14.1.4 be an existing business client in personal banking (regardless of the bank or the age of the business).
- 14.2 You will pay fees on the BizLaunch account, as stated in the current pricing brochure.
- 14.3 At the end of the first 12 months of being on BizLaunch, you may choose at your discretion to convert 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 Indien 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 veral aan hierdie klousules aandag skenk.

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 Besigheidstransaksierekening is enige van die volgende rekeninge: 'n besigheidstransaksierekening; 'n lopende rekening vir besighede; 'n lopende rekening vir eksekuteurs; 'n prokureurstrustrekening; 'n BizLaunch-rekening of 'n lopende rekening vir BusinessLink. Dit kan ook a Shari'ah rekening wees (waar toepaslik)

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

Kaart Enige bankkaart wat ons aan u uitreik, insluitende enige bykomende kaart en enige vervangingskaart

Islamitiese Finansieringskoers Die finansieringskoers wat deur Die Bank gebruik word en wat die openbaar gekwoteerde, veranderlike basisrentekoers per jaar (soos skriftelik gesertifiseer deur enige bestuurder of direkteur van die Bank, wie se aanstelling of magtiging nie bewys hoef te word nie, welke sertifisering in die afwesigheid van 'n duidelike fout op ons en u bindend sal wees) as maatstaf gebruik en die koers, soos van tyd tot tyd in ons prysingskediule uiteengesit, waarteen die Bank op oortrekkings geld uitleen.

Mudabarah 'n Shari'ah-struktuur waarvolgens u kapitaal in die vorm van 'n deposito verskaf en ons bestuurs- en entrepreneurs vaardighede voorsien. Ons sal die kapitaal bestuur deur na ons goeëddunke te belê in bates of rekeninge wat aan Shari-ah voldoen.

Qardh 'n Lening wat u in die vorm van 'n deposito aan die Bank gee. U verdien geen opbrengs daarop nie.

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

Shari'ah-rekening 'n Rekening gegrond op die Qardh- en/of Mudharaba-beginsel of die beginsel van enige ander goedgekeurde Struktuur soos deur Standard Bank se Shari'ah-advieskomitee geïnterpreteer.

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

3 Deposito's

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

4 Shari'ah Rekeninge

- 4.1 Wanneer u geld in hierdie rekening deponeer, is dit 'n lening aan ons. Ons kan hierdie fondse dan na ons goeëddunke en tot ons voordeel gebruik op 'n manier wat aan Shari'ah voldoen.
- 4.2 Hierdie rekening sal nie rente aantrek nie en ook nie vir 'n oortrekking voorsiening maak nie.
- 4.3 Dit is u verantwoordelikheid om seker te maak dat alle bedrae wat in hierdie rekening gedeponeer word, uit Shari'ah-goedgekeurde bronne kom.

5 Onttrekking van onverrekenende fondse

- 5.1 U kan aansoek doen om onmiddellik teen enige tipe deposito te trek sonder om 10 dae te wag dat sodanige deposito verreken word. Ons verwys hierna as die opheffing van die onverrekenende status (of U-status) op u Rekening.
- 5.2 Die opheffing van die onverrekenende status op u Rekening beteken dat die waarde van die deposito onmiddellik beskikbaar word, hoewel dit in sommige gevalle steeds 'n paar dae mag duur, maar nie langer as 10 dae nie.
- 5.3 Die onverrekenende status op u rekening kan op alle tipes deposito's opgehef word, insluitende kontantdeposito's, tjekdeposito's, deposito's deur kredietoorplasinge en betalings, byvoorbeeld deposito's by 'n OTM met 'n koevert of deur kontantinvoering, deposito's wat in 'n tak gedoen word of oorplasinge van een rekening na 'n rekening wat by 'n ander bank gehou word.
- 5.4 Ondanks die gerief daarvan om vroeër toegang tot die geld te kry omdat die onverrekenende status op u rekening opgehef is, kan dit u ook blootstel aan bedrog as iemand 'n tjek by u Rekening deponeer en as u goedere vrystel of fondse na een van u ander Rekeninge oorplaas of 'n deel van of al die fondse aan die deponeerder terugbetaal omdat die fondse beskikbaar is. Indien die tjek om enige rede nie deur die bank betaal word nie, word die geld omgeswaai en dan het u alreeds die goedere vrygestel of die fondse betaal, wat 'n verlies vir u kan beteken. **As die U-status op u Rekening opgehef is, kan ongemagtigde partye fiktiewe deposito's in u Rekening maak en geld teen hierdie fiktiewe deposito's trek indien hulle u kaart en PIN het.**
- 5.5 **Iemand wat goedere of dienste by u koop, kan ook 'n fiktiewe deposito in u Rekening doen en u van 'n nagemaakte kontantdepositostrokke voorsien. U stel dan die goedere vry en vind later uit dat die inbetaling fiktief was.**
- 5.6 U sal aanspreeklik wees vir die bedrag van die ongemagtigde onttrekkings indien u ons nie in kennis stel dat u Kaart verlore of gesteel is sodra u dit besef of as u vermoed iemand het u PIN, Digitale Identiteit of OTP in die hande gekry nie. Hoewel die opheffing van die Onverrekenende status u onmiddellike toegang tot u deposito's gee, is dit geen waarborg dat 'n tjek- of kontantdeposito betaal is of betaal sal word nie.
- 5.7 Ons kan te eniger tyd na ons goeëddunke die U-status herinstel. Ons sal u skriftelik in kennis stel as ons dit doen.

6 Deposito's omgeswaai

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

7 Betalings

- 7.1 Ons sal betalings uit u Rekening doen indien -
- u ons opdrag gee om dit te doen; en
 - daar genoeg geld in u Rekening is.

8 Keerbetalings

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

9 State

- 9.1 Ons sal gereeld state van u Rekening aan u gee.

Parafeer hier

10 Algemeen

- 10.1 Ons kan by persone wat u as verwysings verskaf het, nagaan of al die besonderhede in u aansoek korrek is.
- 10.2 U moet ons onmiddellik in kennis stel indien u onder 'n administrasiebevel geplaas word, gesekwestreer of gelikwider word, of onder enige vorm van bankrotskap of regsonbevoegdheid geplaas word, met inbegrip van besigheidsredding.
- 10.3 U moet ons onmiddellik in kennis stel indien u 'n kennisgewing ontvang dat u besigheid gederegistreer kan word.
- 10.4 Ons is nie aanspreeklik vir enige verlies wat voortspruit uit ongemagtigde wysigings aan tjeks wat nie maklik waargeneem kan word nie.

11 Handhawing van 'n kredietsaldo (op 'n natuurlike persoon van toepassing)

- 11.1 U stem in om te alle tye 'n kredietsaldo op u Rekening te handhaaf. Indien u Rekening nie 'n kredietsaldo het nie, is enige bedrag wat u ons skuld onmiddellik betaalbaar.
- 11.2 Indien u nie die verskuldigde bedrag onmiddellik aan ons terugbetaal nie, is dit 'n wanprestasie en sal ons die volgende hef, wat u moet betaal:
- 11.2.1 rente op sodanige oortrokke bedrag, vanaf die betaaldatum, teen die maksimum rentekoers wat kragtens die toepaslike wette, soos van tyd tot tyd gewysig, vervang of herverorden, toegelaat word; en
- 11.2.2 fooie en koste soos uiteengesit in die volledige lys fooie en koste wat op u Rekening van toepassing is en gepubliseer in ons prysingsgids of op ons webwerf, www.standardbank.co.za, soos van tyd tot tyd deur ons gewysig.
- 11.3 As u in die geval van a Shari'ah rekening versuim om die oortrokke bedrag onmiddellik terug te betaal, maak u u aan wanbetaling skuldig en:
- onderneem u om 'n bedrag gelykstaande aan die Islamitiese Finansieringskoers op sodanige oortrokke bedrag vanaf die datum wat die bedrag verskuldig word maar tot die maksimum koers wat ingevolge die wet toegelaat word, met die oog op 'n skenking aan Liefdadigheid aan Standard Bank te betaal;
 - Sal ons u gelde en koste vra soos uiteengesit in the volledige lys gelde en koste op www.standardbank.co.za of in ons prysingsbrosjures, soos van tyd tot tyd deur ons gewysig) wat op u Rekening van toepassing is.
- 11.4 Indien u wanpresteer het, sal ons sodanige wanprestasie skriftelik per brief onder u aandag bring en aanraai dat u die aangeleentheid na 'n skuldberader, 'n geskilbeslegtingsagent, 'n verbruikershof of 'n ombudsman met jurisdiksie verwys.
- 11.5 Indien u versuim om die verskuldigde bedrag onmiddellik terug te betaal, kan ons u ook wanbetalingsadministrasiekoste vir elke brief vra, soos in die toepaslike wette bepaal word, en vir alle redelike en nodige uitgawes wat ons by die aflewering van die brief aangegaan het.
- 11.6 Ons kan u te eniger tyd kennis gee om enige hersiening deur 'n skuldberader te beëindig na verloop van 60 besigheidsdae vanaf die datum waarop u om sodanige skuldherziening aansoek gedoen het.
- 11.7 Indien ons ons regte moet afdwing om die bedrag wat u ons skuld te verhaal, sal ons invorderingskoste hef soos deur toepaslike wette toegelaat.
- 11.8 Indien u Rekening nie 'n kredietsaldo het nie, kan dit 'n invloed op u kredietprofiel hê.

12 Handhawing van 'n kredietsaldo (op regspersone van toepassing)

- 12.1 U stem in om te alle tye 'n kredietsaldo op u Rekening te handhaaf.

Indien u Rekening nie 'n kredietsaldo het nie, is enige bedrag wat u ons skuld onmiddellik betaalbaar.

- 12.2 Indien u nie die verskuldigde bedrag onmiddellik aan ons terugbetaal nie, is dit 'n wanprestasie en sal ons die volgende hef, wat u moet betaal:
- 12.2.1 rente op sodanige oortrokke bedrag, vanaf die datum wat die bedrag verskuldig word, teen die maksimum rentekoers wat kragtens die toepaslike wette, soos van tyd tot tyd gewysig, vervang of herverorden, toegelaat word;
- 12.2.2 fooie en koste soos uiteengesit in die volledige lys fooie en koste wat op u Rekening van toepassing is en gepubliseer in ons prysingsgids of op ons webwerf, www.standardbank.co.za, soos van tyd tot tyd deur ons gewysig.
- 12.3 As u in die geval van 'n Shari'ah-rekening versuim om die oortrokke bedrag onmiddellik terug te betaal, maak u u aan wanbetaling skuldig en:
- onderneem u om 'n bedrag gelykstaande aan die Islamitiese Finansieringskoers op sodanige oortrokke bedrag vanaf die datum wat die bedrag versakuldig raak, met die oog op 'n skenking aan Liefdadigheid aan Standard Bank te betaal;
 - sal ons u gelde en koste vra soos uiteengesit in die volledige lys gelde en koste op www.standardbank.co.za of in ons prysingsbrosjures, soos van tyd tot tyd deur ons gewysig) wat op u Rekening van toepassing is.

13. Hoe ons betalings sal toepas

Indien u ons enige bedrag op u Rekening skuld, sal ons enige deposito's wat in u Rekening gemaak word, aanwend (toeken):

- 13.1 eerstens, om enige bedrae wat u ons as gevolg van transaksies op u Rekening skuld, te dek;
- 13.2 tweedens, om rente te dek; en
- 13.3 derdens, om fooie te dek.

14. BizLaunch-rekening (van toepassing as u vir 'n BizLaunch rekening kwalifiseer) Dit is nie op Shari'ah rekeninge van toepassing nie.

- 14.1 Voordat u 'n BizLaunch-rekening kan oopmaak, moet u aan die volgende kwalifiseringskriteria voldoen:
- 14.1.1 u moet 'n splinternuwe besigheidskliënt wees wat nog nie vantevore 'n bankrekening gehad het nie;
- 14.1.2 u moet 'n besigheidskliënt wees wat van 'n ander bank oorskuif, maar die besigheid moet nog nie 12 maande oud weesnie;
- 14.1.3 u moet 'n bestaande Standard Bank-besigheidsbankkliënt wees, met 'n besigheid wat nog nie 12 maande oud is nie; of
- 14.1.4 u moet 'n bestaande besigheidskliënt in persoonlike bankdienste (ongegag die bank of die ouderdom van die besigheid) wees.
- 14.2 U sal fooie soos gespesifiseer in die jongste prysingsbrosjure op die BizLaunch-rekening betaal.
- 14.3 Ná verloop van u eerste 12 maande op BizLaunch kan u na u goeiddunke na 'n lopende Besigheidsrekening oorskakel. Die fooie van toepassing op 'n lopende Besigheidsrekening, soos in die jongste prysingsbrosjure uiteengesit, sal op die lopende Besigheidsrekening van toepassing wees nadat u oorgeskakel het.