

AFFORDABILITY ASSESSMENT

Copy of latest payslip to be provided

**Married in community of property
(to be completed by both applicant and spouse)**

Monthly Income

Gross monthly basic salary and other income

	<u>Applicant</u>	<u>Spouse</u>
A		

Payslip deductions e.g Medical aid; Pension / Provident Fund; SITE & PAYE; UIF; Garnishees; Other

Subtotal:

B		
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Net salary

A-B		
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Monthly commitments:

Accommodation: Rent / Lease; Levies; Rates; Electricity

Groceries: Food, etc

Transport: Petrol; Maintenance

Medical: Pharmacy; Doctors

Policies: Short term & Long term Insurance

Education: School fees; Varsity; Courses

Communication: Cell; Telkom; Internet; DSTV;

TV license

Other debts, specify;

**Capital
amount
outstanding**

Vehicle finance

Subtotal:

C		
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Accounts:

Bank & personal loans/overdrafts

Bond Repayment

Credit cards/micro loans

Stores Cards / Facilities e.g. Clothing accounts

Furniture accounts

Other lease agreements (e.g. appliances)

Subtotal:

	Monthly repayment amount		Capital amount outstanding	Limit approved	Creditor details/ Lending institute
	<u>Applicant</u>	<u>Spouse</u>			
D					
D					

Total monthly commitments:

C+D		
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CONFIRMATION OF APPLICATION

YES, I/we consent to the Credit Provider checking my/our credit record/s, with any credit bureau or other credit providers and verify all information supplied on this application form.

I/we hereby warrant that I/we have answered all your questions and request for information fully and truthfully as part of this assessment process.

I/we hereby confirm that I/we have fully disclosed my/our debt repayment history.

Applicant's signature _____

Spouse Signature _____
(if married in community of property)

If under administration, consent by administrator _____

Signed at _____ on this _____ day of _____

COST OF CREDIT

Administration fee (b-Smart) **R 20.00 per month**

Card fees:

Card fee on each additional card **R 48.00 per annum**
Card protection **R 5.70 per annum**
Card fee on replacement **R 48.00 per card**

Payments:

The following charges, where applicable, will be recovered by the Credit Provider:

Cash payments at FNB – cash deposit fee (per R100.00) **R 0.53**
All payments at Post Office **R 9.20**
All payments at Shoprite Money Market **R 5.43**
(Subject to change)

SMS Balance enquiry (optional) **R 3.00 per sms**

Interest rate:

Any amount not paid on due date, will bear interest at 6% per annum above First National Bank's prime lending rate and will fluctuate together with First National Bank's prime lending rate.

Bonus:

You will forfeit your bonus on any amount not paid on the due date.

Transaction fees

Transaction based:

Purchase transaction fee: **50c**

Monthly:

Surcharge on purchases:

The undermentioned fees are your contribution to purchases which is part of your bonus.

All purchases at Shoprite, Checkers, Checkers Hyper, Hyperama, House & Home and OK Furniture: **2.50%**
Woolworths, participating Spar, Superspar, Pick 'n Pay Family Stores and Trade Centre: **2.00%**
All purchases at pharmacies (no bonus): **1.25%**
All monthly petrol purchases (no bonus): **2.50%**

Abovementioned fees are subject to change

TERMS AND CONDITIONS

1. **DEFINITIONS:**

1.1 **The Credit Provider is**

Cape Consumers (Pty) Ltd, Registration No. 1955/003218/07, of 20 Lower Burg Street, Cape Town.

1.2 **The Supplier**

Any Supplier of goods and/or services with whom the Credit Provider has contracted as a designated supplier to the Consumer.

1.3 **The Consumer (the Buyer, as defined in the Articles of Association of the Credit Provider)**

The person (Applicant) who accepts the quotation and who is entitled to utilize the b-Smart / Cape Consumers Card, to buy from the Suppliers as defined herein.

1.4 **b-Smart / Cape Consumers Card**

A valid electronic card issued by the Credit Provider to the Consumer to record transactions conducted between the Consumer and the Supplier.

1.5 **Credit limit**

The maximum amount the Credit Provider allows the Consumer to spend in any one Trading period as per the quotation, accepted by the Consumer.

1.6 **The Act**

The National Credit Act, No 34 of 2005 and Regulations, as amended.

1.7 **Account**

Your account with us pursuant to your application for the b-Smart / Cape Consumers Card described herein.

1.8 **Trading period**

The trading period commences on the 16th day of each successive month and terminates on the 15th day of the following month, or any other dates as determined by the Credit Provider in its sole discretion.

1.9 **Application**

The written application completed by the Consumer in respect of a b-Smart / Cape Consumers Card

1.10 **Credit Bureau means:**

Experian (Head Office) who can be contacted on 0861 105 665
TransUnion (Head Office) who can be contacted on 0861 482 482
Compuscan (Head Office) who can be contacted on 0861 514 131
Expert Decision Systems (XDS) (Head Office) who can be contacted on 0860 937 000

Applicant's Initial:

Spouse:

- 1.11 **Prime rate**
The prime lending rate as determined by First National Bank.
- 1.12 **Quotation**
The written quotation (credit limit) given in respect of this Application and Terms and Conditions, and as contemplated in the Act, and which quotation will become part of the agreement between the Credit Provider and the Consumer once accepted by the Consumer on signing or voice recorded acceptance or by use of the card by the Consumer.
- 1.13 **Due date**
The last working day of each calendar month
- 2. PAYMENTS:**
- 2.1 The Consumer will make payment of the full amount owing on the last day of each calendar month, starting on the last day of the first month during which the Consumer received his/her card(s) and will continue making payment on the last day of each calendar month for the duration of the agreement as long as any amount is owing to the Credit Provider.
- 2.2 Should the Consumer only receive his card after the 15th of any month, purchases made thereafter, will only be payable on the last day of the following calendar month.
- 3. STATEMENT OF ACCOUNT:**
- 3.1 The Credit Provider shall deliver a statement of account monthly to the Consumer by way of mail or e-mail, as per the requirements of the Consumer.
- 3.2 The Consumer is obligated to ensure that he receives his monthly statement and if he does not receive one, it is his duty to inform the Credit Provider in writing of the fact. If the Consumer did not receive a monthly statement, for whatever reason, it will not give him the right or reason not to pay the amount that is due and payable to the Credit Provider at that point in time.
- 3.3 If you pay us by sending a cheque by mail, all risk involved, which will include but not be limited to, fraud, theft or loss of the cheque, will be borne by you, whether or not it is caused by the Credit Provider's negligence or that of any of our employees.
- 3.4 It is important that you check your monthly statement to determine if it is correct. If you dispute any item or entry in the monthly statement, you must write to us within 30 (THIRTY) days of date of the statement recording your dispute so that we can investigate your complaint properly, obtain the relevant documents pertaining to the disputed entry and make the necessary enquiries.
- 4. DEFAULT ADMINISTRATION COSTS:**
Should the Consumer default in terms of the payment schedule as provided herein, the following costs will be due to the Credit Provider:
- | | |
|-----------------------------|----------------|
| Unpaid debit order/cheques: | R 60.00 |
| Fee for letter of demand: | R 28.50 |
- 5. EARLY SETTLEMENT:**
The Consumer is entitled to settle the total amount outstanding at any time, with or without any advance notice to the Credit Provider, on condition that the amount required to settle the Credit Agreement is the total of the unpaid balance of the principal debt at the time, as well as any unpaid interest charges and all other fees and charges payable by the Consumer to the Credit Provider up to the settlement date.
- 6. CONSUMER'S RIGHT TO TERMINATE:**
The Consumer is entitled to terminate this agreement by paying the amount due, as stipulated above, with regard to early settlement.
- 7. CREDIT PROVIDER'S RIGHT TO TERMINATE:**
The Credit Provider is entitled to terminate this agreement upon the default of any of the terms of the agreement, by the Consumer. Upon such termination, the full outstanding amount owing to the Credit Provider will immediately become due and payable.
- 8. ADDRESS FOR NOTICE:**
- 8.1 The Credit Provider elects the address on the application form, as the address where he will accept documents, pleadings and notices relating to this agreement.
- 8.2 The Consumer elects the residential address as on the application form, as the address where he will accept service of all documents, pleadings and notices relating to this agreement.
- 8.3 A party of this agreement may change their address by delivering to the other party a written notice of the new address by hand, registered mail or electronic mail.
- 9. REDUCTION OF CREDIT LIMIT UNDER CREDIT FACILITY:**
At any time the Consumer under a credit facility, by written notice to the Credit Provider may request the Credit Provider to reduce the credit limit under that credit facility.
- 10. CREDIT BUREAU INFORMATION**
The Consumer confirms that he is aware of the following and consents thereto:
- 10.1 The Credit Provider may transmit to the Credit Bureau data about the application, opening and termination of an account and that such information may be shared with other registered credit providers to the prescribed purposes.
- 10.2 Non compliance with the terms and conditions of the Credit Agreement, will be transferred to the Credit Bureau and that such information may be shared with other registered credit providers to the prescribed purposes.
- 10.3 The Credit Bureau provides a credit profile and a credit score on credit worthiness of the Consumer.
- 10.4 A Consumer is entitled to contact the Credit Bureau and have his record disclosed to him and insist that inaccurate information be corrected. You may contact the Credit Bureau on the details provided in clause 1.10.

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10.5 The Credit Provider shall inform the Consumer in writing at least 20 (TWENTY) working days beforehand, by way of a notice addressed to the address (domicilium) of the Consumer, of the Credit Provider's intention to forward adverse information to any Credit Bureau, which information is to be accessed by subscribers to the Credit Bureau, before forwarding any such information to the relevant Credit Bureau.

11. GENERAL:

11.1 The Credit Provider will disburse monies on behalf of the Consumer by effecting payment to the Suppliers who have rendered services and/or supplied goods to the Consumer. The Consumer undertakes to pay the Credit Provider all the aforementioned amounts owing in accordance with the Terms and Conditions contained herein.

11.2 The Credit Provider undertakes to effect such payment for and on behalf of the Consumer against receipt of a valid claim from the Supplier.

11.3 The Credit Provider shall issue a b-Smart / Cape Consumers Card to every Consumer and other nominated persons agreed to by the Credit Provider in its absolute discretion.

11.4 A Consumer shall be entitled to use the b-Smart / Cape Consumers Card and enjoy all such benefits as are offered to him from time to time, subject to the terms and conditions set forth herein.

11.5 The Consumer acknowledges that the b-Smart / Cape Consumers Card shall at all times remain the property of the Credit Provider and shall be obliged to surrender and return to the Credit Provider any b-Smart / Cape Consumers Card issued on his account, for any reason whatsoever, forthwith upon demand by the Credit Provider.

11.6 The Consumer shall take due care of his/her b-Smart / Cape Consumers Card, which shall include, taking all reasonable steps to prevent the loss, theft or damage thereof.

11.7 In the event of theft or loss of the b-Smart / Cape Consumers Card or if it comes to the Consumer's attention that the b-Smart / Cape Consumers Card has been used by a person other than the Consumer, the Consumer shall be obliged to forthwith notify Cape Consumers on (021) 409 7600 during office hours (08:30 – 16:30) or Nedbank, agent of the Credit Provider, at Tollfree number 0800 110 929 after hours.

11.8 The Credit Provider will not impose liability on the Consumer for any use of a credit facility after the time that the Consumer has reported the loss or theft of the associated card, unless:

11.8.1 The Consumer's signature appears on the voucher, sales slip or similar record evidencing that particular use of the credit facility; or

11.8.2 The Credit Provider has other evidence sufficient to establish that the Consumer authorized, or was responsible for that particular use of the credit facility.

11.9 The Credit Provider shall notify the Consumer in writing of any variation in the cost of credit applicable to this agreement.

12. RIGHTS OF THE CONSUMER:

12.1 The Consumer shall be allocated a monthly credit limit as per the quotation that will be supplied.

12.2 The Consumer shall receive an annual bonus as declared by the Credit Provider in terms of the Articles and Memorandum of Association of the Credit Provider. This bonus is based on contributing purchases during the financial year of the Credit Provider, same being July to June and will be effected as a credit on the following November's statement.

12.3 The Credit Provider shall make regular contributions at the sole discretion of the Credit Provider to the Consumer's Reserve Fund which is held for and on behalf of the Consumer in terms of the Articles and Memorandum of Association of the Credit Provider. The funds retained in the Consumer's Reserve Fund will be paid to the Consumer on termination of the membership as stipulated in the Articles and Memorandum of Association, except if the membership is terminated as a result of any default in terms of this agreement by the Consumer.

12.4 The Consumer may request from time to time a "List of Suppliers" being designated Suppliers with whom the Credit Provider has contracted for and on behalf of the Consumers.

12.5 The Consumer shall be entitled to tender the b-Smart / Cape Consumers Card to the Suppliers in lieu of payment to a maximum amount within the credit limit and the Credit Provider shall be obligated to effect payment to the Supplier in question, for and on behalf of the Consumer, subject to clause 12.6 below.

12.6 The Credit Provider shall not, however, be liable to effect payment in respect of any purchase made by the Consumer with any merchant who is not a Supplier as defined herein.

12.7 The Consumer can apply for a budget facility after a membership of 6 (SIX) months and if it is approved, the Credit Provider will allow the Consumer to repay the outstanding budget amount over an extended period (maximum 36 months). No purchases of less than R300 will qualify for the budget facility.

12.8 The Consumer shall also be entitled to apply for a loan after a membership of 6 (SIX) months, and if it is approved, the Credit Provider shall allow the Consumer to repay the outstanding loan amount over an extended period (maximum 24 months – fixed rate or maximum 36 months – prime linked).

12.9 Should the Consumer qualify upon a new application for either a Budget Account or a personal loan and should the Consumer enter into a new agreement(s) with regard to the aforementioned, with the Credit Provider, it is recorded that should the Consumer fail to make payment in terms of this agreement, or any other agreement it might have with the Credit Provider, all monies owing to the Credit Provider in terms of this agreement, or any other agreement, will immediately become due and payable.

12.10 The Consumer is entitled to prepay any amount owed to the Credit Provider under this agreement, at any time, without notice or penalty. If the Consumer has more than one agreement with the Credit Provider, he must clearly specify in terms of which agreement he wishes to make a prepayment, when requesting to do so.

12.11 If the Consumer wishes to increase his credit limit at any given time, he may request the Credit Provider to do so in writing and said request will be considered once a new financial assessment has been completed by the Credit Provider. The request for an increase does not relate to the automatic annual increase in the Consumer's credit limit, which the Credit Provider may grant at its sole discretion, if the Consumer has requested the Credit Provider to do so in the appropriate block on the application.

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12.12 If the Consumer has requested the Credit Provider to automatically increase the credit limit from time to time, the Credit Provider will do so unilaterally in terms of the applicable Act.

12.13 The Consumer is entitled to do the following:

12.13.1 Apply to a Debt Counsellor to be declared over indebted;

12.13.2 Resolve a complaint with regard to the Credit Provider by way of an alternative dispute resolution agent, consumer court or ombud with jurisdiction;

12.13.3 File a complaint about the Credit Provider with the National Credit Regulator; and

12.13.4 Make application to the Tribunal

12.14 It is recorded that the Consumer has been informed that the contact details for the National Credit Regulator are the following:

127 – 15th Street, Randjespark, MIDRAND

Switchboard: 011 554 2600,

Call Centre: 0860 627 627 or 0860 NCR NCR

E-mail: info@ncr.org.za or complaints@ncr.org.za

Website: www.ncr.org.za

13. OBLIGATIONS OF THE CONSUMER:

13.1 The Consumer agrees to pay the Credit Provider all the costs as per the quotation which will be provided in terms of the Application and which quotation will be part of this agreement when accepted by the Consumer. The aforementioned costs will be reflected on the Consumer's monthly statement and will include administration costs and interest, as per the quotation.

13.2 The Consumer agrees and undertakes to pay to the Credit Provider all/any amount that shall be paid to Suppliers by the Credit Provider for and on behalf of the Consumer, in respect of all purchases made by the Consumer, or any other person as described in paragraph 11.3, in terms of the paragraph 12.6 hereof, which amount shall be paid to the Credit Provider on or before the due date and in the amount reflected in the monthly statement posted/emailed (at the election of the Consumer) to the Consumer by the Credit Provider. This obligation to effect payments to the Credit Provider is unconditional and irrevocable, whether or not:

13.2.1 the Consumer himself or any other party paid by means of the b-Smart / Cape Consumers Card; and/or

13.2.2 the amount recorded in respect of any such purchase is correct; and/or

13.2.3 there is any dispute between Suppliers and the Consumer; and/or

13.2.4 the Suppliers are entitled to receive payment from any other source.

13.3 The monthly statement shall constitute prima facie (on the face of) proof of the Consumer's indebtedness to the Credit Provider in respect of purchases and the Consumer hereby agrees that the onus to show otherwise rests on the Consumer.

13.4 The Consumer warrants and undertakes to not exceed the Credit limit allocated in terms of the quotation. To the extent that the Act is applicable to this Agreement:

13.4.1 The Consumer is not allowed to exceed his credit limit, unless he obtains the Credit Provider's approval prior to such event in writing. If the Credit Provider settles any sales voucher or purchase exceeding the applicable credit limit, this does not imply that the Credit Provider has increased the Consumer's credit limit permanently.

13.4.2 If the Consumer exceeds the applicable credit limit, it will constitute a breach of this agreement and all amounts owing by the Credit Provider in terms of this agreement, becomes immediately due and payable without notice to the Consumer.

14. TERMINATION:

14.1 This agreement shall endure for an indefinite period, but subject to the provisions contained herein, as well as it may be cancelled by the Credit Provider on condition that the Credit Provider give written notice to the Consumer, at least 10 (TEN) working days before the credit facility is closed.

14.2 In the event of termination of this agreement, for which ever reason, all amounts due on personal loans and budget accounts are transferred to the Consumer's b-Smart / Cape Consumers Card account.

14.3 If the Consumer enters into an agreement with the Credit Provider to pay the outstanding amount in monthly instalments, after the Credit Provider has closed the Consumer's account, it does not imply that the Consumer's account has been re-opened or re-instated.

15. BREACH:

15.1 The Credit Provider shall have the right to, when the Consumer breaches any term of this Agreement, close the Consumer's account, cancel the card/s and demand that the Consumer repays the Credit Provider the full amount outstanding on the Consumer's account and immediately give the card/s, back to the Credit Provider.

15.2 In the event of the Credit Provider instituting action against the Consumer for the recovery of any amount due in terms hereof, the Consumer consents to:

15.2.1 the jurisdiction of the Magistrate's Court for the purpose of any action instituted against the Consumer in connection with this agreement, notwithstanding the fact that by virtue of the amount or the relief claimed, the said action will otherwise not be within the jurisdiction of the Magistrate's Court, and

15.2.2 pay all legal expenses on the scale as between attorney and client, which shall include interest, tracing fees and collection commission, as the case may be.

15.3 The parties agree that this agreement arises at the place where and when the Credit Provider is informed by the Consumer that the quotation and Terms and Conditions in terms hereof is accepted.

15.4 In the event of the Consumer breaching any of the terms and conditions recorded herein, the Consumer shall forfeit to the Credit Provider all rights and monies, including the annual Bonus and Consumer's share of the Consumer's Reserve Fund, held by the Credit Provider for and on behalf of the Consumer.

15.5 The Consumer hereby grants to the Credit Provider the rights to appoint a tracing agent, in the event of the Consumer defaulting in terms of agreement and the Credit Provider not being able to trace the whereabouts of the Consumer.

Applicant's Initial:

Spouse:

16. APPLICATION FOR DEBT REVIEW:

- 16.1 The Consumer has the right to apply to a Debt Counsellor to be declared over-indebted.
- 16.2 The Consumer may not apply to a Debt Counsellor to be declared over-indebted if, at that time, the Credit Provider has started with legal action in terms of clause 17.
- 16.3 The Debt Counsellor will determine whether the Consumer is over-indebted and, if the Consumer sought a declaration of reckless credit, the Debt Counsellor will make a finding on whether any of the credit agreements are indeed reckless.
- 16.4 The Debt Counsellor may reject the Consumer's application or may recommend that the Consumer and the respective credit providers consider and agree on a debt rearrangement plan.
- 16.5 If the Debt Counsellor finds that the Consumer is indeed over-indebted, he may issue a proposal recommending that the magistrate's court make an appropriate order.
- 16.6 If the recommendation suggested by the Debt Counsellor is accepted by the Consumer and each credit provider, it must be recorded in the form of an order, and if all parties consent, it may be filed as a consent order by the Debt Counsellor.
- 16.7 If the Debt Counsellor rejects the proposal, the Consumer may with leave of the magistrate's court apply directly to the magistrate's court for an appropriate order.

17. PROCESS OF DEFAULT:

- 17.1 If the Consumer is in default, the Credit Provider will give the Consumer written notice and propose that the Consumer refer the Agreement to a Debt Counsellor, alternative dispute resolution agent, the Consumer Court or the ombud with jurisdiction, with the intention to resolve any disputes or develop and agree on a plan to bring the payments up to date.
- 17.2 If the Consumer applied for debt review under Section 86 of the Act and the review is not finalized within 60 (sixty) business days after the Consumer applied for it, the Credit Provider may send a notice terminating the debt review in terms of Section 86 (10) of the Act.
- 17.3 The Credit Provider can also approach the court for an order enforcing the agreement if, at the time, the Consumer has been in default for at least 20 (twenty) business days and at least 10 (ten) business days have elapsed since the default letter or notice referred to above has been delivered (which 10-day period may run concurrently with the 20-day default period) and the Consumer has failed to respond to the default letter or has rejected the Credit Provider's proposal.

18. CESSION:

The Consumer hereby irrevocably and in rem suam (concerning one's own affairs) authorises the Credit Provider to cede to any one or more of the Suppliers, all rights title and interest in and to all or part of the Consumer's indebtedness to the Credit Provider from time to time.

19. NON-VARIATION:

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all parties or their duly authorised representatives.

20. RELAXATION:

- 20.1 The Consumer agrees that no relaxation or indulgence granted by the Credit Provider and no omission by the Credit Provider to timeously and/or diligently enforce rights under this agreement, shall be deemed to amount to waiver of that or any other right.
- 20.2 The Consumer shall nor cede or assign or otherwise transfer or dispose of his rights in terms hereof to any third party.

21. FOR AND ON BEHALF OF LEGAL ENTITIES:

If the Consumer in terms hereof is a Close Corporation, Private or Public Company, or a Trust, the person who accepts the quotation/credit facility on behalf of said entity, warrants that he is duly authorised to do so and accept responsibility for payment of the amount due in terms hereof, as surety and co-principal debtor with said entity.

22. ACKNOWLEDGEMENT, CONFIRMATION AND CONSENT:

- 22.1 You warrant that you have read the Terms and Conditions on the reverse side of your application and that you fully and truthfully answered all and any requests for information made by the Credit Provider relating to this Agreement.
- 22.2 You confirm that you understand and appreciate the risks and costs inherent in this Agreement, and your rights and obligations under this Agreement.

Applicant's signature

Spouse signature
(if married in community of property)

Signed at _____ on this _____ day of _____

FOR OFFICE USE

Manager

Date

Approved account limit

Received at Cape Town