

MEMBER NUMBER NOMORE YA LELOKO									
FIRM NUMBER NOMORE YA FEME									



FORM 09
FOMO YA 09

Pension-supported Housing Loan Mokoloto wa ma ntlo o o tshegeditsweng ke pênsene	CONFIDENTIAL BOFITLHA
Pre-Agreement Statement and Quotation for intermediate and Large Credit Agreements	
Tumelano ya pele le tlotlwa ya dingwe ya ditumelano tsa mokoloto o mogolo	

In terms of section 92(2) of the National Credit Act No34 of 2005 ("the Act")
Go ya ka malao wa karolo wa 92(2) molao wa sekolota sa naga nomore 34 wa 2005 (molao) **CSA Ref:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NCR Number: Nomore ya NCR		Name of Credit Provider: Leina la Motlamedi wa sekoloto	Transparent Consulting Services (Pty) Ltd Tlanelo ya go galalela (Pty) Ltd
--	--	--	---

Physical Address: Aterese	4 Estcourt Avenue, Wierdapark, Centurion, 0157	Contact number of credit provider: Nomore ya motlamedi wa sekoloto	012 338 2000
------------------------------	--	---	--------------

Quotation Date: Letlha la khotheishene	C	C	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---	---

BORROWER'S DETAILS/ DINTLHA TSA MOADIMI

Title Maemo	First Names Leina	Initials Tlhaka ya ntlha ya leina
----------------	----------------------	---

Surname Sefane

ID No/Passport No Nomore ya pasa	Member Number Nomore ya leloko
-------------------------------------	-----------------------------------

Residential Address
Aterese ya bodulo

Contact numbers of Borrower: Dinomore tsa mogala tsa	(w) _____	(c) _____
---	-----------	-----------

PART A: AMOUNT ADVANCED/ KAROLO YA A: TLHOTLWA

Principal Debt Mokoloto wa tlhogo	R	_____
Initiation fee, if the Borrower declined the offer to make payment separately	R	_____
Dituelo tsa ntlha, ga e le gore moadimi o ganne go ithaopa go duela	R	_____
Deduct deposit required Go ntshiwa ga peeletso go a tlhokega	minus R	_____
Total amount deferred per credit agreement Kakeretso e fedisitsoeng ka tumelano ya mokoloto	R	_____

PART B: REPAYMENT PAYABLE/ KAROLO YA B: TUELO E E KA KGONWANG GO DUELWA

Repayment in respect of total amount deferred Tuelo mabapi le kakaretso yotlhe e ntshitsweng	R	_____
Monthly service fee Madi a bodiredi jwa kgwedi	R	_____
Monthly premium for credit life insurance Madi a kgwedi le kgwedi a ênšorênsê ya bophelo jwa mokoloto	R	_____
Number of installments Palo ya tefo	Frequency Kgapetsa kgapetsa	Monthly Kgwedi
	Weekly Beke	Total Installment Palo yotlhe ya tefo
		R _____

PART C: TOTAL COST AND INTEREST RATE/ KAROLO YA C: TLHWATHWA YOTLHE LE BOMOLEMO JWA TLHWATHWA

1. Annual rate at which interest is levied Tlhwathwa ya ngwaga o tlhwathwa se lokolloang ka sona	* Variable rate * Tlhwathwa e e fetogang	_____ %
* The interest rate applicable to this agreement, at the commencement date of this agreement is		_____ %
* Tlhwathwa ya tumelano e, ka letsatsi la pele la tumelano e ke Nominal Annual Compounded monthly below/above the reference rate.		_____ %
Nomoro ya ngwaga le ngwaga kgwedi le kgwedi kwa tlase /kwa godimo gwa tlhwathwa e boletsweng		

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



FORM 09
FOMO YA 09

2. Rand amount of interest charges over term of agreement (ESTIMATED AMOUNT)/
Tlhothlwa ya renete go ya ka nako ya tumelano (Madi a phuphuletso)
Total amount deferred per credit agreement
Madi otlhe a fedisitsoeng ka tumelano ya mokoloto
- Total interest, fees and credit life insurance
Tlhothlwa yotlhe, le ênšorênsê ya bophelo ba mokoloto
Total amount repayable – total of all installments
Madi otlhe a ka duealwang- tlhwathwa yotlhe

R _____

R _____

R _____

R _____

Repayment arrangements:

Ditokisetso tsa tefo

Commencement date of the agreement

Letsatsi la ntlha la tumelano.

Date of first payment

Letlha la tuelo ya ntlha

Date of last payment

Letlha la tuelo ya bofelo

Method of payment

Mokgwa wa tefo

C	C	Y	Y	M	M	D	D
C	C	Y	Y	M	M	D	D
C	C	Y	Y	M	M	D	D

Salary
Tuelo

PART F: FURTHER INFORMATION ON FEATURES OF PRODUCT
KAROLO YA F: KITSISO E OKETSEGILENG MABAPI LE BOKAMO JWA DITLHAGISO

Please contact TCS

Ka kopo ikopanye le TCS moat

012 338 2000

PART G: FURTHER INFORMATION ON RIGHTS AND OBLIGATIONS
KAROLO YA G: KITSISO E OKETSEGILENG MABAPI LE DITOKELO LE BOITLAMO

Skip payment loaded, 1st payment R0. Please initial each page and sign on the given space for borrower and return within 5 working days.
Tshela tuelo, ya ntlha R0. Ka kopo semolola tsebe nngwe le nngwe le go saena mabapi le go adima le go busetsa morago ga matsatsi a 5.

Additional monthly premium for required insurance

Madi a oketsegileng a kgwedi le kgwedi ao ênšorênsê e tlhokagalang

R _____

Description of required insurance:

Tlhaloso ya ênšorênsê e tlhokegang _____

Other optional items:

Dilo tse dingwe tsa

boikgethelo _____

This Quotation is subject to a credit assessment conducted by TCS on you, based on information provided by you to TCS on application or request, and information obtained by TCS from third parties with your consent as at the date of the Quotation, which is material and relevant to the credit assessment as required in terms of Section 81 of the Act. TCS reserves its right to review the Quotation at any time after the date of the Quotation, and/or after the expiry of the abovementioned 5 (five) day period, and to reassess the credit application should incorrect or incomplete information have been provided by you or obtained by TCS after the date of the Quotation hereof, which information is material and relevant to the abovementioned credit assessment, or which may have a material impact on the abovementioned Quotation.

Khotheiŝhene e e fa tlasa kitsiso e e tshwereng ke TCS mo go wena, go ya ka kitsiso e e filweng ke wena go TCS mabapi le kopo ya semmuso, kgotsa kopo le kitso e e fitlhetsweng ke TCS go tswa mo makong a boraro ka tumelo ya gago go ya ka letlha la khotheiŝhene, e e amanang le tlhatlhubo ya mokoloto ka mokgwa o tlhokagalang go latela karolo ya 81 ya molao. Tcs e na le tokelo ya go tlhatlhuba Khotheiŝhene ka nako nngwe le nngwe morago ga letlha la khotheiŝhene, le/kgotsa morago ga go felelwa ke nako ka matsatsi a 5 (a matlhano) a tlhagisitsweng kwa godimo, le go netefatsa kopo ya mokoloto fa e le gore kitso e sa nepagalang kgotsa e sa felelang e e neilweng ke wena kgotsa e neilwe ke TCS morago ga letlha la Khotheiŝhene e tlhagisitsweng, e le gore kitso e amana le sekoloto se se tlhagisitsweng kwa godimo, kgotsa e ka nna le thulano ya dithoto go khotheiŝhene e tlhagisitsweng kwa godimo.

Your attention is drawn to the terms and conditions, attached hereto, which set out your material rights and obligations in respect of the Intermediate or Large credit agreement.

O lebisa tlhokomelo ya gago go melao ole maemo, a patagantsweng mo, a a nayang ditokelo le ditlamo tsa gago mabapi le tumelano ya mokoloto o mo magareng kgotsa o mogolo.

This quotation is valid and binding for a period of 5 (five) business days from date hereof.

Khotheiŝhene e e tsile go nna mo tirisong le go tlama nako ya matsatsi a 5(matlhano) kgwebo go tloga ka letsatsi le.

I/We, the undersigned hereby confirm that:

Nna/Rona, ba saenileng kwa tlase re rurifatsa gore:

1. I/We have fully and truthfully answered any requests by TCS for information relating to the credit assessment to be conducted by TCS in terms of section 81 of the Act.
Na/Re arabetse dikopo tsothe tsa TCS ka botlalo le ka nnete mabapi le kitso e mabapi le tlhatlhubo ya mokoloto e e tshwarang ke TCS go latela karolo ya 81 ya molao

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

- I/We have received a copy of the Quotation and Pre-Agreement Statement for the Intermediate and Large Credit Agreement, together with a copy of the terms and conditions applicable thereto.
Nna/Re fitlhetse kopi/seriti sa khotheishene le pela ga tumelano ya mokoloto wa magareng le yo mogolo, mmogo le khopi ya mabaka a dirang moo.
- I/We have the legal capacity to and are duly authorised to apply for credit and enter into a credit agreement with TCS.
Nna/Re na le bokgoni ba molao ba go letlelwa go dira kopo ya mokoloto le go tsena tumelanong ya mokoloto le TCS.

The signatory hereto warrants that he/she is duly authorised to sign this Quotation and Pre-agreement Statements and that his/her signature represents the signing of this Quotation and Pre-agreement Statement on behalf of the Borrower.
Tshaeno e naya tetla ya gore o letlelelwa gore a saene ditumelano tsa khoteshene le pele ga tumelano le gore motho yo saeneng o emela go saena ga polelo e ya khotheishene le tumelano ya pele boemong jwa moadimi.

**CONFIRMATION OF RECEIPT: THE BORROWER
NETEFATSO YA GO AMOGELA: MOADIMI**

I/We, the undersigned, hereby, with my/our signature hereto, *confirm receipt* of the Quotation and Pre-Agreement Statement as set out above, Nna/Rona, ba kwadisitseng kwa tlase ka tshaeno ya me/ya rona re dumela kamogelo ya khoteshene le tumelano ya pele e tthagisitsweng kwa godimo,

Signed at E saenelwe ka _____	on ka di _____																		
_____	_____																		
For and on behalf of the Borrower Boemong jwa moadimi	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> ID Number Signatory Nomore ya ID																		

I/We, the undersigned, hereby, with my/our signature hereto, *accept the terms* of the Quotation and Pre-Agreement Statement and *agree with* the terms and conditions, which constitutes the Intermediate and Large Credit agreement between me/us and TCS.
Na/Rona, ba kwadisitseng kwa tlase, ka tumelano e ya me/ Ya rona, re amogela mabaka a polelo ya khoteshene le ga pele ga tumelano mme re dumelana le mabaka le maemo, e leng tumelano ya setateme sa khotheishene le tumelano ya mabaka a mo magareng le a magolo magreng ga nna/rona le TCS.

**ACCEPTANCE OF TERMS AND CONDITIONS: THE BORROWER
KAMOGELO YA MABAKA LE MAEMO: MOADIMI**

Signed at Saenilwe mo _____	on ka di _____																		
_____	_____																		
For and on behalf of the Borrower Boemong jwa moadimi	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> ID Number Signatory Nomore ya pasa																		

Signature of Witness: Tshaeno ya Mopaki _____	Full Names Maina ka bottlalo _____	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> ID Number Witness Nomore ya pasa ya Mopaki																		

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



TRANSPARENT
CONSULTING
SERVICES

FORM 09
FOMO YA 09

CONFIRMATION OF RECEIPT: THE CREDIT PROVIDER
NETEFATSO YA RESITI: MOTLAMEDI WA MOKOLOTO

Signed at _____ on _____
saenilwe mo _____ ka di _____

For and on behalf of Transparent Consulting Services (Pty) Ltd/Credit Provider Representative
Boemong jwa Transparent Consulting Services (Pty) Ltd/ moemedi wa motlamedi wa sekoloto

Full names Maina ka botlalo	_____	Full names Maina ka botlalo	_____
Capacity Selekanyetso	Financial Manager Mookamedi wa Madi	Capacity Selekanyetso	Home Loan Officer Ofisi ya kadimo ya ntlo

_____	_____	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																		
Signature of Witness: Tsheano ya Mopaki	Full Names Maina ka botlalo	ID Number Witness Nomoro ya pasa ya Mopaki																		

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



FORM 09
FOMO YA 09

Pension-supported Housing Loan Kadimo ya Ntloe e tshegeditsweng ke pênšene Terms and Conditions Mabaka le Maemo	CONFIDENTIAL BOFITLHA
--	--

These are the terms and conditions that apply to the money that we lend to you for housing purposes. You undertake to use the loan only for housing purposes. When you sign this agreement, you confirm that you have read and understand the terms and conditions in it. You also confirm that you understand that the terms in bold have important legal consequences.

Tse ke mabaka le maemo a dirang mo mading ao re go adimang ona bakeng sa mantlo. O ikemisetsa go dirisa kadimo bakeng sa mantlo. Fa o saena tumelano e, o rurifatsa gore o buisitse mme o thalogantse mabaka le maemo ayona. O rurifatsa gore o thaloganya gore mabaka a mokwalo o ntshofaditsweng a na le ditlamorago tse bothokwa tsa molao.

1. HOW TO INTERPRET THIS AGREEMENT
O KA SEKASEKA TUMELANO E JANG

- 1.1 In this agreement, the words on the left have the meanings set out on the right unless the context clearly shows a different meaning:
Mo tumelanong e, mafoko a leng ka fa molemeng a na le tshaloso e e beilweng ka fa mojang kwa ntlong ga gore mafoko a bontsha tshaloso e e farologaneng:
- 1.1.1 Agreement means this agreement and includes the pre-agreement statement and quotation and all written notices that we give to you in accordance with applicable legislation.
Tumelano e raya tumelano e, mme e tshentsha le tumelano ya ntlha le khotheishene le dintlha tsotlhe tse di kwadilweng tse re go neelang tsona go latelela molao o dirang
 - 1.1.2 Applicable legislation means the National Credit Act and any other statute to which this agreement may be subject.
Molao o o dirang o raya gore ketso ya mokoloto wa naga le taelo nngwe le nngwe eo tumelano e ka beilwang mo go yona.
 - 1.1.3 Business day means any day which is not a Saturday, Sunday or South African public holiday.
Letstsi la kgwebo ke letsatsi le lengwe le lengwe e seng la matlhatso, la Tshipi kgotsa matsatsi a boikhutso a setšhaba sa Aforika Borwa.
 - 1.1.4 Consumer means the Consumer Protection Act, Act 68 of 2008 and its regulations, as amended or replaced from time to time.
Moreki o tshalosa ketso ya tshireletso ya bareki, ketso/molao wa 68 wa 2008 le melao ya yona, jalo go fetolwa nako le nako.
 - 1.1.5 Housing purposes means to erect, acquire, alter or maintain a residence on immovable property which you or your spouse owns and which you or a dependant will occupy.
Moreo wa mantlo o raya go fitlhela, go fetola, kgotsa go boloka nako ya bodulo ntlong e sa sutesegeng eo wena kgotsa magatsa le na leng yona kgotsa ba lelapa la gago ba tla nna mo go yona
 - 1.1.6 Loss payee means the person who receives the payout of an insurance claim in terms of a life policy.
Go felelwa ke tiro go raya gore motho yo amogelang madi a ênšorênsê go latela leano la bophelo
- 1.2 National Credit Act means the National Credit Act 34 of 2005 and its regulations, as amended or replaced from time to time.
Ketso ya mokoloto ya naga e tshalosa ketso ya mokoloto 34 ya 2005 le melawana ya yona e ntse e ntlafatswang kgotsa e ntshiwang nako le nako,
- 1.2.1 Novation means the process by which an existing agreement is cancelled and replaced by a new agreement.
Phetelo e raya tirelo ya tumelano e e leng teng e a emiswa le go bawa mo maemong a tumelano e ntšhwa.
 - 1.2.2 Official rate means a rate of interest equal to of interest the South African repurchase rate plus 100 basis points.
Tlhatlha ya semmuso e tshalosa tlhatlha ya bomolemo e e lekanang le tlhatlha ya Aforika Borwa go feta le dintlha tsa 100.

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



FORM 09
FOMO YA 09

- 1.2.3 Pension Fund means a fund as provided for in the Pension Funds Act and of which you are a member when you sign this agreement.
Madi a pênšene a tthalosa madi a filweng le madi a molao wa pênšene mme o le leloko fa o saena tumelano e.
- 1.2.4 Pension Funds Act means the Pension Funds Act No 24 of 1956, the regulations in terms of the Act and all amendments to the Act and the regulations.
madi a molao wa pênšene a tthalosa madi a molao wa pênšene wa 24 wa 1956, molawana go latela molao le diphetogo tsothe tsa molao le kgato
- 1.2.5 Person means an individual.
Motho o tthalosa motho a le mongwe
- 1.2.6 Principal debt means the amount stated as the principal debt referred to in the quotation.
Sekoloto sa setlhogo se tthalosa tthotlwa e tthagisitsweng e le mokoloto wa setlhogo se tthagisitswe mo khotheišheneng.
- 1.2.7 Quotation means the pre-agreement statement and quotation which you signed and which is attached to this agreement.
Khotheišhene e raya gore tumelano ya pele le khotheišhene e o e saenilweng le e patagantsweng mo tumelanong e.
- 1.2.8 Reference rate means either the official rate of interest or the publicly quoted prime interest rate (per cent per year, compounded monthly in arrears and calculated on the basis of a 365-day year irrespective of whether the year is a leap year) published by us from time to time as our prime rate, as certified by any of our managers, whose authority, appointment and designation need not be proved.
Kaelo ya tihwathwa e raya tihwathwa ya molao ya bolemo kgotsa tthatlwa ya bomolemo (peresente ya ngwaga, e tihakantsweng ka kgwedi le kgwedi ka mokoloto wa matsatsi a ka nnang 365 a ngwaga go se bothokwa gore ngwaga ke yo moleele) Se gatisitsweng ke rona nako le nako jaka tthatlwa ya rona ya ntlha, jaaka se netfaditswe batsamaisi ba rona botlhe, bao balaodi le taolo ya bona e sa tthokeng go dumelelwa.
- 1.2.9 Security document means a written document which records the security given by you or a third party for your obligations to us under this agreement.
Tokomane ya tshireletso e raya tokomane e kwaadilweng e rekhohang tshireletso e e neilweng ke wena kgotsa leloko le lengwe la boraro ntlheng ya boitlamo ba gago mo go rona fa tlase ga tumelano e.
- 1.2.10 Surety means a person who undertakes to pay, in full or in part, the amount owing under this agreement in the event of your default.
Netefatso e raya motho o ikemiseditseng go duela, ka botlalo kgotsa ka karolo e e rileng, madi a kolotwang fa tlasa tumelano e tiragalong ya phoso ya gago
- 1.2.11 Term means the duration of this agreement referred to in the quotation.
Nako e raya nako ya tumelano e e tthagisitsweng mo khotheišheneng e.
- 1.2.12 We or us means Transparent Consulting Services (Pty) Ltd (Reg no 2015/360159/07), a public company duly registered as a credit provider under the laws of the Republic of South Africa, with registered address at 4 Estcourt Avenue, Wierdapark, Centurion, 0157.
Rona kgotsa rona re raya bodiredi jo bo galalelang (Pty Ltd (Nomore ya ikwadiso 2015/360159/07) komponi ya setšhaba e kwadisitswe ka molao wa repabliki ya Aforika Borwa, e nang le aterese e kwadisitsweng mo lefelong la 4 Estcourt Avenue, Wierdapark, Centurion, 0157
- 1.2.13 You mean our client identified by name in the pre-agreement statement and quotation and who is the borrower in this agreement.
O raya moreki wa rona ya kgethilweng ka leina go tumelano ya ntlha le khotheišhene le gore ke mang moadimi mo tumelanong e.
- 1.3 Reference to:
Lebisa go:
- 1.3.1 one gender includes the other gender;
bong bo le bong bo akaretsa bong bo bong
- 1.3.2 the singular form of a word includes the plural;
Bongwe jwa leina bo akaretsa bontsi

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

- 1.3.3 the plural form of a word includes the singular;
Bontsi jwa leina bo akeretsa bongwe
- 1.3.4 a law or regulation is a reference to that law or regulation on the date you sign this agreement.
Molao kgotsa molawana o bua ka molao o kgotsa molawana ka letsatsi le o saenneng tumelano e ka lona
- 1.4 If there is a conflict between the terms of the quotation, we gave to you and these terms and conditions, the quotation will apply.
Fa e le gore go na le ntwaga magareng ga mabaka a khotheishene eo re o neileng yona le mabaka a, khotheishene e tla dira.
- 1.5 Any reference to a statute, regulation or other legislation will be a reference to such statute, regulation or legislation as at the date of signature hereof and as amended or substituted from time to time.
Kaelo efe kgotsa efe ya kakanyo, molawana kgotsa molao o mongwe e tla nna kaelo, kaelo kgotsa molao go ya ka letlha la tshaeno mme le fetotswe kgotsa go fetolwa nako le nako
- 1.6 If any period is specified in this agreement for the giving of any notice or the doing of anything and such period has been specified by applicable legislation, if such period is altered by legislation after the conclusion of this agreement, the altered period shall apply.
Fa e le gore nako efe kgotsa efe e tshalositsweng ya go fana ka ketsiso kgotsa go dira se sengwe le se sengwe mme nako e e tshalositswe ke molao o dirang, fa e le gore nako e jalo e fetotswe ke molao morago ga bokhutlo jwa tumelano e, nako e e fetotsweng e tla dira.

**2. A PENSION-SUPPORTED HOUSING LOAN
PÊNSËNE E TSHGEDITSWENG MOKOLOTO WA NTLO**

- 2.1 We lend the cash amount of money set out in the quotation to you on the terms and conditions set out in this agreement. You must repay the money that we lend to you plus interest and other charges in the way set out in this agreement.
Re adima madi a a rileng a a beilweng mo khotheisheneng mo go wena ka mabaka le maemo a builweng tumelanong e. O tshwanela ke go go duela madi ao re go adimileng ona le bomolemo le ditefo tse dingwe ka tsela e e tshagisitsweng mo tumelanong e.
- 2.2 We make the loan to you under the National Credit Act and the Pension Funds Act. You may only use the loan for housing purposes as required by the Pension Funds Act (No 24 of 1956 Section 19(5)(a) and 37D, including any amendments thereto).
Re go adima madi fa tlasa ga molao wa naga ya molao ya mokoloto le molao wa madi a pênsêne. O ka dirisa mokoloto wa ntlo ntheng ya mantle ka go laetswe ke molao wa madi a pênsêne (nomore 24 ya 1956 Karolo 19 (5) (a) le 37D, go akaretsa le diphetogo tse di leng teng.

**3. YOUR PENSION FUND MUST GIVE SECURITY
MADI A GAGO A PÊNSËNE A TSHWANETSE GO FANA KA TSHIRELETSO**

Your pension fund will rely on your cash withdrawal benefit as a member of the fund to give us security for this loan.
Madi a gago a pênsêne a tla tshepa madi a mosola a o a gogang kwa bankeng jaka leloko la madi go re naya tshireletso ya kadimo ya madi.

**4. USING THE LOAN TO REPAY AN EXISTING LOAN
GO DIRISA KADIMO YA MADI GORE O DUELE SEKOLOTO SA GAGO**

If you use any part of the loan to repay the same type of loan from another credit provider, we are not responsible for an incorrect settlement amount that the credit provider gives to you. We are not responsible if we pay the credit provider a lower amount than the amount you owe to that credit provider.
Fa o ka dirisa korolo nngwe ya kadimo ya madi go duela kadimo ya madi e e tshwanang le ya rona e e adimisanang ka madi, ga re na boikarabelo jwa madi a a leng phoso ao mokoloto a go nayang ona. Ga re na boikarabelo fa e le gore re duela mofani wa madi a leng kwa tlase ga madi a o a kolotang.

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

**5. DETAILS OF THE LOAN WE GRANT TO YOU
DINTLHA TSA KADIMO YA MADI E RE GO NEELANG YONA**

- 5.1 The details of the loan that we grant to you are set out in the quotation that forms part of this agreement. Dintlha tsa kadimo ya madi e re go neelang yona di tlhagisitswe mo khotheisheneng e e agang karolo ya tumelano e.
- 5.2 We will give to you statements of your loan account every 3 (three) months. Re tsile go go neela mokwalo wa madi wa gago morago ga dikgwedi tse tharo.
- 5.3 We will send you your statement electronically, or in a way that we have agreed with you. Re tsile go go romela mokwalo wa madi ka khompiutara, kgotsa ka tsela e re dumelaneng ka yona le wena.
- 5.4 It might be to your advantage to take out life insurance to cover the amount you owe us. Your pension fund might also require this. E ka nna mo bolemong jwa gago go tsaya ênšorênsê ya bophelo go duela madi a o re kolotang ona. Letlole la gago la pênsene le lona le ka tlhoka se.

**6. AGREEMENT TO PAY BACK THE PRINCIPAL DEBT AND OTHER AMOUNTS IN MONTHLY PAYMENTS
TUMELANO YA GO DUELA SEKOLOTO SA SETLHOGO LE DETIFISO TSE DINGWE GO DITEFO TSA KGWEDI LE KGWEDI**

- 6.1 You must repay the principal debt to us in monthly payments. The monthly payment and the date of your first payment is set out in the quotation. Thereafter you must pay your instalments on the same day every month. O tshwanela ke go duela sekoloto sa setlhogo mo go rona ka kgwedi le kgwedi. Tuelo ya kgwedi le leletlha la tuelo ya ntlha di tlhagisitswe mo khotheisheneng. Morago o tshwanetse ke go duela dikoloto tsa gago kgwedi le kgwedi.
- 6.2 The monthly payment includes interest and other monthly charges. Details of these payments are set out in the quotation. Dituelo tsa kgwedi le kgwedi di akaretsa le dituelo tse dingwe tsa kgwedi le kgwedi. Dintlha tsa dituelo tse di kwadilwe mo khotheisheneng.
- 6.3 If you do not pay fixed instalments and we allow you to skip one or more monthly payments, you will not be in default and the period of your loan will not change. Interest will be added to your account every month that you are allowed to skip a payment. In the first month thereafter, we will increase the amount that you must pay us monthly. We will do this to make sure that you pay the full amount of the loan within the maximum loan term (see clause 6.5). Fa e le gore ga o duele dituelo tsa gago jaaka o tshwanetse re tsile go go letlelela go tshela kgwedi le go feta, o ka seke wa fitlhelwa o le molato mme nako ya mokoloto wa gago e ka se fetoge. Bomolemo bo tsile go tshentshwa akhaonteng ya gago kgwedi le kgwedi gore o dumeletswe go tshela tefo. Ka kgwedi ya ntlha morago ga moo re tla oketsa madi ao o tla re duelang ona kgwedi le kgwedi. Re tla dira se go dira bonnete jwa gore o duela sekoloto ka botlalo ka nako ya mokoloto (Bona temana ya 6.5).
- 6.4 If you pay fixed instalments and we allow you to skip one or more monthly payments, you will not be in default. Interest will be added to your account every month that you are allowed to skip a payment. Your instalments will not change but we will extend the period of your loan to ensure the full amount that you owe us is repaid. If the period of your loan cannot be extended (see clause 6.5) then we will increase the amount that you must pay us monthly. We will do this to make sure that you pay the full amount of the loan within the maximum loan term. Fa e le gore o duela dituelo tsa gago ka tshwanelo mme re go dumela gore o tlole dikgwedi o sa duele, o ka se bonwe molato. Bomolemo bo tsile go tsengwa akhaonteng ya gago kgwedi le kgwedi gore o dumeletswe go tshela tefo. Dikoloto tsa gago di ka seke tsa fetoga mme re tla oketsa nako ya mokoloto wa rona go netefatsa gore madi otlhe a o re kolotang ona a duetswe. Fa e le gore nako ya mokoloto wa gago ga go kgonagale gore e ka okediwa (bona teman ya 6.5) re tla oketsa madi a o tshwanetseng go a duela kgwedi le kgwedi. Re tla dira se ka go dira bonnet ba gore o duela madi ka botlalo a mokoloto ka nako e telele ya kadimo ya madi.
- 6.5 We will not extend the period of your loan beyond any of the following events happening, whichever happens first: Re ka seke ra oketsa nako ya kadimo ya madi ya gago go feta enngwe ya ditiragalo tse latelang tse diragalang, le gore ke efe e diragalang pele:
- 6.5.1 your actual retirement date; letsatsi la gago la pênsene
- 6.5.2 your retirement date under the rules of your pension fund; letsatsi la gago la pênsene fa tlase ga melao ya letlole la gago la pênsene.

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

- 6.5.3 the maximum loan term given by your pension fund;
Kadimo ya madi e telele eo o e neileng ke pênšene ya gago.
- 6.5.4 20 (twenty) years from the start date of this agreement. This is known as the "maximum loan term".
Dingwaga tse 20 (Masome a mabedi) go tloga ka letsatsi la tumelano e, se se itsiwe e le nako e telele ya kadimo ya madi.
- 6.5.5 choose to skip your payments and we agree not to increase the amount of your monthly payments, we will extend the period of the loan. However, the period of the loan may not exceed the maximum loan term. If the change will exceed the maximum loan term, we must increase your monthly payments to make sure that you repay the loan within the period of the loan.
Kgetha go tshela letlha la tuelo ya gago mme re dumela go se oketse tuelo ya kgwedi le kgwedi, re tsile go oketsa nako ya kadimo ya madi. Le fa go le jalo, nako ya mokoloto e ka nna ya se fete nako e telele ya kadimo ya madi, fa e le gore phetogo e ka feta nako e godimo ya mokoloto, re tshwanetse go oketsa detifiso tsa gago tsa kgwedi le kgwedi go dira bonnete jwa gore o duele mokoloto nakong ya mokoloto.
- 6.6 If your pension fund requires you to pay a fixed amount payment, your monthly payments will stay the same for the period of the loan. Your monthly payment will stay the same even if there is a change in the interest rate, but changes to other charges may change the amount of the monthly payment. If there are changes to other charges that would cause repayment of the loan to be more than the maximum term of the loan, we will increase your monthly payments. This is to make sure that you repay the loan within the maximum loan term.
Fa e le gore letlhole la gago la pênšene le tlhoka gore o duele tefo e lekaneng ya nako, ditefo tsa gago tsa kgwedi le kgwedi di tla nna di sa fetoge le fa go na le phetogo ya madi a tswalang, mme dituelo tse dingwe di ka fetola palo ya tefo ya kgwedi le kgwedi. Fa e le gore go na le diphetogo mo dituelong tse dingwe tse di ka dirang gore tefo ya kadimo e nne e telele go feta nako e e neilweng ya kadimo, re tla oketsa dituelo tsa gago tsa kgwedi le kgwedi. Se ke go dira bonnete ba gore o duela mokoloto ka nako e telele ya kadimo ya madi.
- 6.7 You must pay all amounts to us in South African rand. Your payment method must be acceptable to us.
O tshwanela ke go duela madi otlhe mo go rona ka diranta tsa Aforika Borwa. Tsela/mokgwa wa gago wa go duela o tshwanetse go amogelwa mo go rona.
- 6.8 You may not deduct any amounts that we might owe you from the amounts that you owe us.
O ka nna wa seke wa goga madi a re go kolotang ona go tswa go mading a o re kolotang ona.
- 6.9 You give your employer permission to deduct the amounts you owe us from your salary and pay those amounts to us. You agree not to cancel this permission until you have paid all amounts that you owe us under this agreement. If we do not have an arrangement with your employer to make salary deductions for repayment of this loan, you must sign a debit order acceptable to us for the repayment of this loan.
O naya mohiri wa gago tetla go goga madi a o re kolotang ona go tswa mo mogolong wa gago go duela dikoloto mo go rona. O a dumela go se emisi tetla go fitlhela o duela dikoloto tsa gago tse tsothle tse o re kolotang tsona fa tlasa tumelano e. Fa e le gore ga re na tumelano le mohiri wa gago go goga madi go duela kadimo ya madi, o tshwanela ke go saena tumelano ya go duela sekoloto e re e dumelang gore sekoloto se ka duela.
- 6.10 Even if your payments were skipped, you must make your final monthly payment under this agreement before you retire. You may increase your monthly payments for the remaining period of your loan or you may give us permission to do so.
Le fa e le gore dituelo tsa gago di tshetswe, o tshwanelwa ke go dira tuelo ya gago ya bofelo ya kgwedi le kgwedi fa tlase ga tumelano e pele o tlogela tiro. O ka nna wa oketsa dituelo tsa gago tsa kgwedi le kgwedi mo Nakong e e setseng ya kadimo ya madi ya gago kgotsa o ka re neela tumelo ya go dira jalo.
- 6.11 We will increase your monthly payments at agreed times if you so choose.
Re tla oketsa dituelo tsa gago tsa kgwedi le kgwedi tseo go dumelwaneng ka tsona.

**7. YOU MAY PAY AMOUNTS BEFORE THEY BECOME DUE
O KA DUELA DIAKHAONTE PELE GA LETLHA LA TUELO**

- 7.1 You may prepay any amount you owe to us under this agreement. We will credit each payment you make on the date we receive the payment. We will apply the payments as follows:
O ka duela madi ao o re kolotang ona fa tlase ga tumelano e. Re tla adima tuelo e nngwe le nngwe eo o e dirang ka letsatsi leo re fitlhetsing tuelo ka lona. Re tla dirisa dituelo ka tsela e e latelang:
- 7.1.1 first to pay any interest that is due
Pele go duela bolemo jo bo tshwanetseng go duelwa

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



FORM 09
FOMO YA 09

7.1.2 second to pay any fees or charges that are due
Ya bobedi go duela ditefo kgotsa ditefiso tse di tshwanetseng go duelwa.

7.1.3 third to reduce the amount of the principal debt that you still owe us.
Kgang ya boraro ke go fokotsa sekoloto se segolo se o santse o se kolota.

7.2 If you make an early repayment which reduces the deferred amount, we will recalculate and reduce the amount of your monthly instalments so that the length of the term does not change because of the early repayment, unless you tell us in writing that you want the length of the term to reduce. However, if you are paying a fixed instalment, your instalments will remain the same and we will only reduce your fixed instalments if you tell us in writing to do so.

Fa e le gore o duela pele ga letlha la tuelo go fokotsa sekoloto, re tsile go kopanya le go fokotsa palo ya dituelo tsa gago tsa kgwedi le kgwedi e le gore boleele jwa nako bo seke jwa fetoga ka lebaka la peeletso ya pele, kwa ntleng ga gore o re boleelela ka lekwalo gore o betla boleele jwa lobaka go fokotsa. Fa e le gore o duela sekoloto se se sa fetogang, dituelo tsa gago di tla sala di le jalo mme re tla fokotsa fela dituelo tsa gago tsa lobaka fa e le gore o re boleelela ka go kwala gore re dire jalo.

8. YOU MAY CANCEL THIS AGREEMENT EARLIER THAN THE SETTLEMENT DATE O KA KHUTLISA TUMELANO E PELE GA LETLHA LA TUMELANO

8.1 You may cancel this agreement early (that is, before the term has run out) on the conditions set out below. If you cancel this agreement early, the date on which this agreement is cancelled will be called the settlement date.

O ka khutlisa/emisa tumelano e pele ga nako (pele ga setlha se fela) mo maemong a tthagisitsweng kwa tlase. Fa e le gore o khutlisa tumelano e pele ga nako, letlha le tumelano e e khutlisitsweng ka lona le tsile go bidiwa letsatsi la tharabololo.

8.2 To cancel this agreement early, contact us to find out the amounts you still owe us. You can ask to cancel the agreement immediately or at a future settlement date. We will tell you the total amount you owe on the settlement date, which includes all of the following:

Go emisa tumelano e pele ga nako, ikopanye le rona go itse madi a o re kolotang ona. O ka kopa go emisa tumelano gone fela foo kgotsa letstsi la tharabololo le le tlang. Re tsile go go boleelela sekoloto sotlhe se o re kolotang sona ka letsatsi la tharabololo, e akaretsa tse di latelang:

8.2.1 the amount of the principal debt you owe at the settlement date;
Palo ya sekoloto se se kwa tlhogong seo o se kolotang ka letsatsi la tuelo

8.2.2 interest you owe on the principal debt at the settlement date;
Pelegi ya madi e o ikolotang mo sekolotong se segolo ka letsatsi la tuelo

8.2.3 the fees and charges you owe at the settlement date;
Ditefiso le dituelo tseo o di kolotang ka letsatsi la go duela

8.2.4 in the case of a large credit agreement, the early cancellation charge:
Ntlheng ya tumelano e kgolo ya mokoloto, tuelo ya pele ya go emisiwa:

8.2.4.1 if the loan has a fixed interest rate, an early termination charge of no more than the maximum early termination charge as prescribed by applicable legislation or, if no charge is stated, then the amount in 8.2.4.2; or

Fa e le gore kadimo ya madi e na le pelegi ya madi e e sa tsepameng, tuelo ya pele ga nako ya go emisa e sa feteng tuelo e telele ya go fedisiwa pele ga nako ka fa go laetswe ke molao o dirang kgotsa, fa e le gore ga gona tuelo, madi go 8.2.4.2; kgotsa

8.2.4.2 if the loan does not have a fixed interest rate, the early termination charge is calculated as follows:
Fa e le gore kadimo ya madi gaena koketso ya madi e e sa fetogeng, tuelo ya pele ga nako e badiwa jaana:

8.2.4.2.1 the amount of interest that you would have had to pay for 3 (three) months; less
Madi a a oketsegang a o ne o tshwanetse go a duela dikgwedi di le tharo; go le go nnyennyane

8.2.4.2.2 the period of notice given (if any).
Nako ya ketsiso e neilweng (Fa e le gore e teng)

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

**9. WE RESERVE THE RIGHT TO CANCEL THE LOAN
RE NA LE TETLA YA GO EMISA SEKOLOTO**

- 9.1 We reserve the right to cancel this agreement if one or more of the following happens:
Re na le tetla ya go emisa tumelano fa tse di latelang di ka diragal:
- 9.1.1 we get to know of any information that might negatively affect our rights under this agreement;
Re itse kitso nngwe le nngwe e e ka nngang le seabe se se sa siamang mo ditokelong tsa rona fa tlase ga tumelano e;
- 9.1.2 there is a change of circumstances that might negatively affect our rights under this agreement;
Go na le phetogo ya meamo a ka amang ditokelo tsa rona ka tsela e e sa siamang fa tlasa tumelo e:
- 9.1.3 any security we hold or intend to hold is negatively affected;
Tshireletso nngwe le nngwe e re itshwereng kgotsa e re ka batlang go itshwara e amega ka tsela e sa siameng:
- 9.1.4 any risk factors about the loan change.
Mabaka a kotsi kgathlanong ga phetogo ya mokoloto;
- 9.2 If we exercise our right to cancel the loan, we may do so at any time before the payment of the cash amount set out in the quotation.
Fa e ole gore re dirisa tokelo ya rona ya go emisa kadimo ya madi, re ka dira jalo ka nako nngwe le nngwe pele ga tuelo ya madi e e tlhagisitsweng mo kothiesheneng.

**10. YOU MUST PAY INTEREST
O TSHWANELA GO DUELA TSHWANEO YA MADI**

- 10.1 The interest rate that we will use to calculate the interest you must pay us under this agreement will be the interest rate stated in the quotation. If you have a variable interest rate the interest rate you have to pay under this agreement, is linked to the reference rate in a specific way as set out in the quotation.
Tlhatlha e re tla e dirisang go bala pelegi ya madi e o tshwanetseng go e duela go ya ka tumelano e tla nna pelegi ya madi e e tlhagisitsweng mo kothiesheneng. Fa e le gore o na le pelegi ya madi, pelegi ya madi e o tshwanetseng go e duela fa tlase ga tumelano e, e gokagantswe le tlhathwa ya kaeolo ka tsela e ikgethileng jaaka go tlhagisitswe mo kothiesheneng.
- 10.2 We calculate interest daily by multiplying an amount called the deferred amount for the day by your interest rate. We then divide that total by 365. We use the deferred amount at midnight each day to calculate the interest that you must pay to us.
Re bala pelegi letsatsi le letsatsi ka go oketsa palo e biditsweng palo a kgethilweng ke letsatsi la pelegi ya madi. Ebe re kgaoganya palo yotlhe ka 365. Re dirisa madi a fisisitweng fa gare ga bosigo letsatsi le letsatsi go bala pelegi ya madi e o tshwanetseng gore duela yona
- 10.3 We add unpaid interest to the balance of the principal debt that you owe us.
Re oketsa pelegi ya madi e e sa duelwang go mokoloto wa setlhogo o o re kolotang ona.
- 10.4 You must pay the maximum interest rate allowed under this agreement while you are in default. The maximum interest rate applies to any amount that you default on. You must pay the maximum interest rate on all amounts that are in arrears if they do not exceed the unpaid balance of the principal debt at the time of default. These other amounts are all of the following:
O tshwanelwa ke go duela pelegi ya madi e e letlelelwang fa tlase ga tumelano e fa o ntse o sa diri. Pelegi ya madi e e kwa godimo e dira mo mading le fa e le a feng ao o sa a rateng. O tshwanela ke go duela pelegi ya madi e kgolo sa tlhathwa e dira ka madi le fa e le a mafeng. O tshwanela ke go duela pelegi ya madi e e kwa godimo e e sa fiteng madi a sa duelwang a mokoloto o mogolo ka nako ya go lefa. Madi a mangwe ke a a latelang:
- 10.4.1 Interest
Pelegi ya madi
- 10.4.2 the initiation fee
Dituelo tsa nthla
- 10.4.3 the service fee
Dituelo tsa bodiredi

MEMBER NUMBER NOMORE YA LELOKO						
FIRM NUMBER NOMORE YA FEME						



**FORM 09
FOMO YA 09**

- 10.4.4 the cost of credit insurance (only if it applies)
Ditshinyegelo tsa ênšorênsê ya mokoloto (fa e le gore e a dira)
- 10.4.5 default administration charges
Dituelo tsa tsamaiso ya kametlha
- 10.4.6 collection charges.
Dituelo tsa kgobokanyo.

**11. THE AMOUNT OF INTEREST AND FEES YOU MUST PAY MAY CHANGE
PALO YA PELEGI YA MADI LE DITUELO TSEO TSHWANETSENG GO DI DUELA DI KA FETOGA**

- 11.1 Your interest rate will change when the reference rate set out in the quotation changes by the same number of percentage points by which the reference rate has changed. We will then, for this reason, have the right to change the amount of your monthly instalments to make sure that you repay all the money which you still owe to us at that time within the term.
Pelegi ya gago ya madi e tsile go fetoga fa pelegi ya ditsupiso e tihalositswe mo khotheisheneng e fetoga ka dipalo tse di tshwanang tsa diperesente seo pegi ya disupiso e fetotsweng ka sona. Ka ntlha ya se re tla nna le tokelo ya go fetola palo ya dituelo tsa gago tsa kgwedi le kgwedi go dira bonnete jwa gore o duela madi otlhe a o ntseng o re kolotang ona ka nako eo ka nako.
- 11.2 We will give you written notice within 30 (thirty) business days from the day that a change in the interest rate takes place of your new interest rate and the new monthly payment. We will also tell you the total interest and the monthly interest you must pay.
Re tsile go go neela kitsiso e e kwadilweng Nakong ya matsatsi a 30 (Masome a mararo) a kgwebo go tloga ka letsatsi leo phetogo ya pelegi ya madi e nna teng ka pelegi ya gago e tsaya karolo ya pelegi ya gago e ntshwa ya kgwedi le kgwedi. Re tla go bolelela pelegi yotlhe le pelegi ya kgwedi e o tshwanetseng go e duela.
- 11.3 We may also change any fees and charges set out in the quotation. We must give you 5 (five) business days' notice if we do so. The fees and charges may not be greater than the maximum amount allowed under applicable legislation.
Re ka fetola dituelo tse di tlhagisitsweng mo khotheisheneng. Re tshwanetse go go neela matsatsi 5 (matlhano) a kgwebo fa e le gore re tsile go dira jalo. Tlhatlhwa le dituelo di ka seke tsa feta palo e ko godimo e dumelwang fa tlase ga molao o maleba.
- 11.4 If you pay insurance premiums under the quotation, these may change under the terms of your policy.
Fa e le gore o duela ditefiso tsa ênšorênsê fa tlase ga khotheishene, di ka fetoga fa tlase ga maemo a pholisi ya gago.

**12. HOW WE CALCULATE THE DEFERRED AMOUNT
TSELA E RE BALANG KA YONA MADI A A TLOSITSWENG**

- 12.1 The deferred amount is the amount that you owe to us in terms of this agreement at any point and which you must repay to us over the term of this agreement. Interest is calculated on the deferred amount. The deferred amount may include the:
Madi a tlositsweng ke madi a o re kolotang ona go ya ka tumelano ka nako nngwe le nngwe mme o tla re duela go fitlhela ka nako ya tumelano e. Re bala pelegi ya madi mo madi a tlositsweng. Madi a tlositsweng a ka akarest:
 - 12.1.1 principal debt
Mokoloto o kwa setlhogong
 - 12.1.2 interest
Pelegi
 - 12.1.3 default administration charges (if relevant to this agreement)
Dituelo tsa tsamaiso e e paletsweng
 - 12.1.4 collection costs (if relevant to this agreement)
Madi a kgobokanyo (Ga a tlhagisitswe mo tumelanong e)
 - 12.1.5 insurance costs (if relevant to this agreement)
Dituelo tsa ênšorênsê Ga a tlhagisitswe mo tumelanong e)

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

12.1.6 a service fee (the fee we may charge you on a monthly or other regular basis to cover our costs of administering this agreement).
dituelo tsa bodiredi (ditueolo tseo re ka go duedisang tsona kgwedi le kgwedi kgotsa tse dingwe go duela dituelo tse dingwe tse di tsamaisanang le tumelano e)

12.2 The deferred amount will reduce by all amounts you pay to us to settle the principal debt or which we credit to your chosen account.
Madi a tlogetsweng a tla fokotsega ka madi ao o re neelang ona go duela sekoloto sa setlhogo kgotsa seo re se kolotang akhaonteng ya gago e o ikgthileng.

**13. YOU MUST PAY A DEFAULT ADMINISTRATION FEE FOR LETTERS OF DEMAND
O TSHWANETSE GO DUELA TEFO Y A KA METLHA YA MAKWALO A TUMELO ka NTLHA YA MAKWALO A TLHOKEGO**

We will charge you a fee each time you miss one or more payments and we have to write a letter to you to let you know of your default. This fee is called a default administration fee. It is the same amount as the fee that must be paid for a registered letter of demand for undefended action under the Magistrates' Court Act, 1944. It also includes the costs we incur in delivering the letter to you.

Re tla dira gore o duele madi nako le nako fa o tshela tuelo mme re tshwanetse go go kwalela lekwalo go go itsise ka phoso ya gago. Madi a a bidiwa tuelo ya tsamaiso ya ka metlha. Ke tuelo e e tshwanang le madi a a tshwanetseng go duelwa go lekwalo le le kwadisitsweng la tlhokego ya bogato fa tlase ga magistrata ka 1944. E akaretsa le dituelo tseo re di fithetseng go go tlisetsa lekwalo.

**14. YOU MUST PAY COLLECTION COSTS IF WE BRING LEGAL PROCEEDINGS
O TSHWANELA KE GO DUELA MADI GA E LE GORE RE TLISA TSWELELO PELE YA MOLAO**

14.1 If we bring legal proceedings against you to enforce payment of amounts you owe us, you are liable to pay all costs we incur in collecting the payment. The costs are determined by various laws, including:
Fa e le gore re tlisa tswelelo pele ya molao kgathanonong le wena gore o duele madi a o re kolotang ona, o tla tshwanela ke go duela madi otlhe. Dituelo di laola ke malao e e rileng, Go tshwana le:

14.1.1 the Supreme Court Act, 1959
Molao wa lekgotla le bothokwatlhokwa, 1944

14.1.2 the Magistrate's Court Act, 1944
Molao wa lekgotla la magistrata, 1944

14.1.3 the Attorneys Act, 1979
Molao wa agente, 1979

14.1.4 the Debt Collector's Act, 1998.
Molao wa mokoloto, 1998

14.2 The collection costs exclude the default administration fee.
Kgobokanyo ya dituelo e kgetholola dituelo tsa tsamaiso.

**15. THERE ARE OTHER COSTS FOR FINANCING THIS ASSET
GO NA LE DITUELO TSE DINGWE TSA GO TSHEGETSA THOTO YA BOTLHOKWA**

15.1 We have informed you that other costs relating to financing a house might increase your monthly payments. These costs may include the following:
Re go lemositse gore dituelo tse dingwe tse di akaretsang go tshegetsa ntlo ka madi di ka oketsa dituelo tsa gago tsa kgwedi le kgwedi. Dituelo tse di ka akaretsa tse di latelang:

15.1.1 rates and taxes/licence fees
Dituelo le dikgetho/Dituelo tsa lasense

15.1.2 short-term insurance
ênšorênsê ya nakwana

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

- 15.1.3 Homeowner's Comprehensive Insurance (this is known as HOC)
êňšorênsê e akaretsa ya beng ba mantlo (Se se itsewe e le HOC)
- 15.1.4 credit life insurance.
êňšorênsê ya bophelo jwa mokoloto
- 15.1.5 Fire Insurance and Protection
Kunemigomo nemibandela ene Okuyimpoqo

**16. INSURANCE THAT YOU MUST TAKE OUT
ÊňŠORÊNSÊ E O TSHWANETSENG GO E NTSHA**

- 16.1 If your pension fund requires you to do so you must:
Fa e le gore tšhwatlhwa ya gago ya pênšene e batla gore o dire jalo o tšhwanetse:
 - 16.1.1 take out life insurance with an insurance company of your choice;
Tsaya êňšorênsê ya bophelo le compone ya êňšorênsê eo o e ratang;
 - 16.1.2 keep the life insurance policy in place during the period of the loan; and
Boloka pholisi ya êňšorênsê ya bophelo e le teng ka nako ya mokoloto; le
 - 16.1.3 take out life insurance cover in an amount that is equal to the amount that you owe us under this agreement.
Tsaya êňšorênsê ya bophelo ka madi a lekanang le madi a o re kolotang ona fa tlase ga tumelano e.
- 16.2 If your pension fund requires that you take out life insurance and if you obtain it from Momentum Life Assurance and if you elect to do so, you may appoint us and give us permission to do all of the following:
Fa e le gore pênšene ya gago e batla gore o tsaye êňšorênsê ya bophelo mme fa e le gore o e fitlhela go 'Momentum Life Insurance' mme fa e le gore re kgetha go dira jalo, o ka re kgetha mme wa re neela tumelo ya go dira tsotlhe tse di latelang:
 - 16.2.1 pay at our choice any premium that you must pay under the insurance policy when it is due;
Duela ka maikgethelo a gago madi a o tšhwanetseng go a duela fa tlase ga pholisi ya êňšorênsê fa o tšhwanetse;
 - 16.2.2 charge your account with any premiums that we pay on your behalf monthly as set out in the quotation;
Duela madi a o a kgethang go latela madi ao o a tsenyang go duela pele o tšhwanela go duela kwa tlase ga pholisi ya êňšorênsê;
 - 16.2.3 have our name listed as a loss payee under the policy for the total of the amounts set out in clauses 8.2 on the happening of the insured event;
Fa leina la rona nankotswe jaaka tatlhegelo ya tuelo fa tlase ga pholisi ya dipalo tsotlhe tse di tšhagisitsweng mo molawanapotlana 8.2 mo tiragalong ya tiragalo ya êňšorênsê;
 - 16.2.4 give the insurer permission if there is an insured event to settle the amounts that you must pay us as a first charge out of the money from your policy.
Neela êňšorênsê tetla fa go na le tiragalo duela madi ao o tšhwanetseng go re duela jaaka tuelo ya ntlha go tswa mo mading a pholisi ya gao.
- 16.3 If we propose that you take out a particular policy we will give to you in writing:
Fa re ka kgetha gore o tsaye pholisi e e rileng re tla go neela yona ka lekwalo:
 - 16.3.1 details of the costs of the insurance that you will have to pay;
Dintlha tsa dituelo tsa êňšorênsê tse o tšhwanetseng go di duela;
 - 16.3.2 details of any extra fees, commission or amount payable to us about the insurance policy we prefer;
Dintlha tsa dituelo tse di oketsegileng, khomišhene kgotsa madi a o ka kgonang go re duela yona ka pholisi ya êňšorênsê eo re e ratang;
 - 16.3.3 details of the premium you will have to pay to the insurance company.
Dintlha tsa dituelo tse o tšhwanetseng go di duela mo go kompone ya êňšorênsê.
- 16.4 We may ask you to transfer (cede) to us any insurance policy that you take out under this clause as security. You will be required to sign all documents for the transfer. This transfer gives us security for the amounts that you must pay us under

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

this agreement. You give us permission to ask the insurance company for confidential and personal information about you for this transfer. We will cancel the transfer when you pay all amounts that you must pay to us under the agreement.

Re ka kopa gore o re romelele pholisi ya ênšorênsê e o e tsayang fa tlase ga molawanapotlana jaaka tshireletso. O tsile go tshwanelwa ke go saena ditokomane tshotlhe pele ga phuduso. Phuduso e e re neela tshireletso ya madi a o tshwanetseng go re duela ona fa tlase ga tumelano e. O re neela tetla ya gore re kope kompone ya ênšorênsê kitso ya gago e e bothokwa ka phudiso e.

**17. WHEN YOU ARE IN DEFAULT
FA O TLHOKA TIRO**

17.1 You are in default of this agreement if:

O dira tumelano ya tumelano e fa e le gore:

- 17.1.1 you do not pay any amount you owe us on the due date;
Ga o duele madi ao o re kolotang ona ka letsatsi la tuelo;
- 17.1.2 you breach any of the terms and conditions of this agreement or any other agreement you gave security for and you do not correct this within 7 (seven) days after we let you know;
O roba melao ya tumelano e kgotse tumelano nngwe le nngwe e o e neeleng tshireletso mme ga o siamisi se ka matsatsi a le 7 (supa) morago ga gore re go itsise;
- 17.1.3 anything you said, declared or promised is incorrect or false;
Sengwe le sengwe se o se buileng, o se phatlhadseng, o e tshepitseng ke phoso kgotsa ke maaka;
- 17.1.4 any person who gave security for this agreement breaches any of his/her obligations under the security document;
Motho mongwe le mongwe o o neeleng tshireletso ka tumelano e o roba tlamo nngwe le nngwe ya gage fa tlase ga tokomane ya tshireletso;
- 17.1.5 you voluntarily surrender your estate or die;
O neela ntlo ya gago ka boithapo kgotsa o a swa;
- 17.1.6 your employment is terminated for whatever reason or you are retrenched;
Tiro ya gago e fedile go ya ka mabka a a rileng kgotsa o neelwe tiro;
- 17.1.7 you become permanently disabled to work;
O golofetse ruri gore o ka dira;
- 17.1.8 your membership of your pension fund is terminated for whatever reason;
Boloko jwa pênsene ya gago bo a emisiwa ka nttha ya lebaka le le riling;
- 17.1.9 there is a change to the rules of your pension fund which may prejudice our security for this loan;
Go na le phetogo ya melao ya pênsene e ka kgobelelang tshireletso ya rona ka ga kadimo e;
- 17.1.10 you are placed under administration or become insolvent or commit an act of insolvency;
O bewa fa tlase ga tsamaiso kgotsa kgotsa ga o kgoni go duela sekoloto kgotsa o kgethe go se duele sekoloto;
- 17.1.11 anybody wants to have you sequestrated or placed under curatorship;
Motho mongwe le mongwe o batla go go tseela ntlo;
- 17.1.12 you cannot pay your debt;
Ga o kgone go duela sekoloto sa gago;
- 17.1.13 your assets have been attached or judgment has been given against you;
Dithoto tsa bothokwa tsa gago di golagantswe kgotsa o neelwe kgatholo;
- 17.1.14 you try to reach an agreement with your creditors to delay payment of your debt.
O leka go fitlhela tumelano le bao o ba kolotang go diya tuelo ya sekoloto sa gago.

MEMBER NUMBER NOMORE YA LELOKO						
FIRM NUMBER NOMORE YA FEME						



**FORM 09
FOMO YA 09**

**18. WHAT WILL HAPPEN IF YOU ARE IN DEFAULT
GO TLA DIRAGALNG FA O KA PALELWA KE GO DUELA**

18.1 If you are in default, we may refuse to advance to you or any other person any part of the cash amount referred to in the quotation which we have not yet paid out at the time.
Fa o ntse o palelwa, re ka gana go go itsise kgotsa motho le fa e le mang karolo ya madi a tthagisitsweng khotheisheneng defaulting eo re ise re wa duele ka nako eo.

18.2 If you are in default we may:
Fa o ka palelwa re ka:

18.2.1 give you written notice of such default and suggest that you refer this agreement to:
Go neela kitsiso e e kwadilweng ka ga go palelwa jo mme re akanye gore o fetisetse tumelano e go:

18.2.1.1 a debt counsellor,
Mogakolodi wa sekoloto,

18.2.1.2 an alternative dispute resolution agent,
Moemeledi o mongwe wa tharabolola ya dikganetso,

18.2.1.3 a consumer court or
Lekgotla la bareki kgotsa,

18.2.1.4 an Ombud with jurisdiction, to resolve any dispute or reach an agreement to bring repayments up to date;
Moemeledi ka maatla, go rarabolola kganetso kgotsa go fitlhela tumelano yago siamisana dituelo ka nako;

18.2.2 take legal steps to:
Tsaya kgato ya molao go:

18.2.2.1 enforce this agreement,
Gatelela tumelano e,

18.2.2.2 exercise our rights in terms of any of the securities referred to in the quotation; and
Dirisa ditokelo tsa rona go latela tshireltsa nngwe le nngwe e tthagisitsweng khotheisheneng e; le

18.2.2.3 recover collection costs and default administration charges (if you did not make all your payments); if:
Kgobokanyo ya dituelo le dituelo tse dingwe (Fa e le gore ga o a dira dituelo tsa gago tse tsotlhe).

18.2.2.3.1 we gave you written notice as above or we gave notice to end any debt review process;
and
Re go neele kitsiso go tshwanale ko godimo kgotsa re neele kitsiso ya go fedisa sekoloto.

18.2.2.3.2 you are in default under this agreement for at least 20 (twenty) business days; and
O ka palelwa fa tlase ga tumelano e bonyane jwa matsatsi a 20 (masome a mabedi) a kgebo; le

18.2.2.3.3 it has been at least 10 (ten) business days since we gave you notice as above; and
Ke matsatsi a 10 (masome) a kgwebo re go neele kitsiso jaaka godimo; le

18.2.2.3.4 if we gave you notice as above and you:

Fa e le gore re go neele kitsiso go tshwana le kwa godimo mme o:

18.2.2.3.4.1 did not respond to that notice; or
Ga o a araba kitsiso eo; kgotsa;

18.2.2.3.4.2 you did not accept our proposal;
Ga o a amogela kopo ya rona;

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

- 18.2.3 if applicable, use the security we have for your obligations and recover the costs of doing so from you if everything happens as described above.
Fa go tlhokafala, dirisa tshireletso eo re na leng yona go boikarabelo gag ago mme o duele disthenyegelo tsa go dira jalo go wena fa e le tsotlhe di diragala ka tsela e tshalositsweng kwa godimo.

**19. CERTAIN INFORMATION CAN BE PROVED WITH A CERTIFICATE UNLESS YOU CAN PROVE OTHERWISE
KITSISO E E RILENG E KA RURIFATSWA KA SETIFIKEITI NTLA GA GORE O KA NEELA BOPAKI JO BO FAROLOGANENG**

A certificate signed by one of our managers is sufficient evidence of any amount that you owe and that is due to us under this agreement. Unless you can prove the contrary, we may use this certificate to obtain provisional sentence, default judgment or summary judgment or to commence with any other legal proceedings. You agree that we do not have to prove the appointment of the manager who signs the certificate.

Setifikeiti se se saennweng ke o mongwe wa batsamaisi ba rona ke bopaki jo bo lekaneng jwa madi a o a kolotang mme a a tlang mo go rona fa tlase ga tumelano e. Ntle le gore o ka rurifatsa, re ka dirisa setifikeiti se go fitlhela katlholo ya nakwana ya matlha kgotsa katlholo ya kakaretso, kgotsa go simolola dikgato tse dingwe tsa molao. O a dumela gore ga re a tshwanela go supa bopaki jwa mookamedi o saenneng setifikeiti.

**20. IF YOU EXPERIENCE FINANCIAL DIFFICULTY
FA E LE GORE O NNA LE MATHATA A MADI**

If it is difficult for you to pay any of your monthly instalments to us, contact us right away. We may restructure your loan.

Fa e le gore go thata mo go wena go duela dituelo tsotlhe tsa gago tsa kgwedi le kgwedi mo go rona, ikopanye le rona. Re ka rulaganya le go sekaseka sekoloto sag ago.

**21. YOU HAVE THE RIGHT TO APPLY TO A DEBT COUNSELLOR/
O NA LE TOKELO YA GO DIRA KOPO GO MOELETSI WA MOKOLOTO**

You have the right to apply to a debt counsellor who will consider your application to determine whether you are over indebted (this means that you have more debts than you are able to pay) or if you were granted credit recklessly.

O na le tokelo ya go dira kopo go moeletsi wa mokoloto yo tla akanyang ka k el el  kopo ya gago go bona gore o a kolota (se se raya gore o na le dikoto tse di feteng tse o ka kgonang go di duela) kgotsa fa e le gore o filwe sekoloto ka ka bofafaale.

**22. PROCESS TO FOLLOW IF YOU HAVE A COMPLAINT
KGATO E O TSHWANETSENG GO E TSAYA FA O NA LE NG NG R G .**

- 22.1 If you want to complain that we are not complying with the NCA, you may write to:
Fa e le gore o batla go ngongorega ka gore ga re obamele NCA, O ka kwalela go:

22.1.1 the National Credit Regulator
Molaodi wa sekoloto sa naga

22.1.2 the Ombud for Financial Services
Bodiredi jwa madi

22.1.3 the National Consumer Tribunal
Lekgotla la naga la bareki

22.1.4 the Banking Ombud.
Mueledi wa banka

**23. WE ARE ALLOWED TO GIVE INFORMATION TO CREDIT BUREAUS
RE TLA DUMELA GO NEELANA KA KITSO GO BA LEFAPHA LE LENGWE LA SEKOLOTO**

- 23.1 You understand that we are allowed to give to one or more credit bureaus:
O a tthaloganya gore re na le tetla ya go neela ba bangwe ba mafapha:

23.1.1 information about this agreement
Kitso ka tumelano e

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



FORM 09
FOMO YA 09

23.1.2 information about your account with us
Kitso ya akhaonte ya gago le rona

23.1.3 details of your default if you do not comply with any of the terms of this agreement
Dintlha tsa go palelwa fa e le gore ga o latelel melao ya tumelano e

23.2 You have the right to contact the credit bureaus and view their records on you. You also have the right to correct any information that is not correct.
O na le tokelo ya go ikopanya le mafapha a mangwe a dikoloto mme o lebelele direkhoto tsa bona. Gape o na tokelo ya go siamisa kitsiso nngwe le nngwe e e sa siamang

**24. CONCLUSION OF OR CHANGES TO THIS AGREEMENT MUST BE IN WRITING OR BE RECORDED
BOKHUTLO JWA DIPHETOGO MO TUMELANONGE DI TSHWANETSE GO NNA KA GO KWADIWA KGOTSA KA REKHOTO.**

24.1 This agreement is only valid and the parties are only legally obliged to comply with it if it is in writing and signed by or on behalf of all the parties, or is voice recorded in which case we will send you a written version of the agreement.
Tumelano e e mo tirisong mme mafapha amangwe a ka ikopanya le yona fa e le gore e kwadilwe le go saenwa ke baemedi botlhe, kgotsa e rekhodilwe ka puo ya molomo fa e le gore go jalo re tla go romela mofuta o o kwadilweng wa tumelano.

24.2 Unless this agreement states otherwise and to the extent allowed by law, we will give you at least 5 (five) business days' written notice of a change of this agreement and will set out particulars of the change in the notice.
Ntle le gore le fa tumelano e bua ka tsela e e farologanang le go dumelwa ke molao, re tla go naya kitsiso e kwadilweng e bonnye matsatsi a (a mathano) a phetogo ya tumelano e mme re tla neelana ka dintlha tsa phetogo ya kitsiso.

**25. THE LAW THAT APPLIES TO OUR AGREEMENT
MOLAO O DIRANG TUMELANONG YA RONA**

This agreement is in all respects governed by the laws of the Republic of South Africa.
Tumelano e e maemong otlhe a laolang ke melao ya rephabliki ya Aforika Borwa.

**26. YOU AGREE THAT WE MAY BRING LEGAL PROCEEDINGS IN THE MAGISTRATE'S COURT
O A DUMELA GORE RE KA TLISA DIKGATO TSA MOLAO LEKGOTLENG LA MAGISTRATA**

You agree that we may bring legal proceedings against you relating to this agreement in any Magistrate's Court that has the authority to hear and decide on the case. (This authority is called jurisdiction.) You agree to the jurisdiction of the Magistrate's Court even if the amount we claim from you is more than the Magistrate's Court limit. This does not prevent us from bringing legal proceedings in a High Court that has jurisdiction.

O a dumela gore re ka tlisa dikgato tsa molao kगतलानग le wena mabapi le tumelano e lekgotlang la magistrate le lengwe le lengwe le le nang le matla a go namela le go tsaya tshwetso (Bolaodi bo bitswa maatla). O dumela go taolo ya lokgotla la magistrata le fa madi ao re a batlang go wena a feta madi a a batlegang go lekgotla la magistrata. Se ga se re thibele go tlisa dikgato tsa molao ka gare ga lekgotla le le nang le maatla.

**27. TRANSFERRING RIGHTS OR OBLIGATIONS
GO FETISA DITOKELO LE BOITLAMO**

27.1 You may not transfer any of your rights or obligations under this agreement.
O ka nna wa se fetise ditokelo le boitlamo jwa gago fa tlase ga tumelano e

27.2 You may not transfer any of your rights or obligations under this agreement to anyone else without our prior written permission.
O ka se fetsisetse le fa e le efe ya ditokelo le boitlamo jwa gago fa tlase ga tumelano e go mongwe le mongwe ntle le tumelo e kwadilweng pele.

27.3 We may transfer our rights and obligations under this agreement.
Re ka fetisa ditokelo le maitlamo a rona fa tlase ga tumelano e.

27.4 We may transfer all or some of our rights and obligations under this agreement to any other person who is a registered credit provider. We do not have to inform you or get your permission to transfer our rights and obligations. If this clause

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



FORM 09
FOMO YA 09

applies, then “we”, where used in this agreement, will include the person to whom we have transferred any of our rights or obligations in terms of this clause.

Re ka fetisetsa tsotlhe kgotsa ya tse dibgwe tsa ditokelo le boikarabelo ba rona fa tlase ga tumelano e go motho o mongwe le o mongwe o e leng mofani wa sekoloto yo kwadisitseng. Ga re a tshwanela goi go itsise kgotsa go fitlhela tumelo ya gago ya go fetisetsa ditokelo tsa le boitlamo ba rona. Fa e le gore polelwana e a dira “Rona” mo e diriswang go tumelano e, e tla akaretsa motho oo re mo fetiseditseng ditokelo le boitlamo ba rona go latela polelo e.

**28. EACH CLAUSE IS SEPARATE
MOLAWANAPOTLANA MONGWE LE MONGWE O KGAOGANTSWE**

28.1 The parties acknowledge that each clause of this agreement is separate. If any clause of this agreement is or becomes illegal, invalid or unenforceable for any reason, it must be treated as if it had not been included in this agreement. This does not:

Mafapha a mangwe a amogela gore karolo nngwe le nngwe ya tumelano e e kgaogantswe. Fa ele gore karolo e e rileng ya tumelano e e le molaong kgotsa e fetoga e se molaong, e sa dire kgotsa e sa kgonagaleng ka nthla ya lebaka le le rileng, e tshwanetswe go tsholwa jaaka e kete e akareditswe mo tumelanong e. Se ga se dire:

28.1.1 make the rest of the agreement illegal, invalid or unenforceable;
Dira tumelano e yotlhe gore e se be mo molaong, e se dire kgotsa go se kgonagale;

28.1.2 affect the legality, validity or enforceability of any other clause or this agreement as a whole.
Ama go nna le semolao, go nepagala kgotsa go se kgonagale ga karolo nngwe le nngwe ya tumelano e ka botlalo.

**29. WE DO NOT LOSE OUR RIGHTS
GA RE LATLHEGELWE KE DITOKELO TSA RONA**

We do not lose any of our rights under this agreement if we do not immediately and in every instance insist on them. You may not raise it as a defence if we have a right that we did not enforce at the relevant time. For example, if we allow you extra time to pay your monthly payments in one month, it does not mean we have allowed you extra time the next or any other month.

Ga re latlhegelwe ke ditokelo tsa rona fa tlase ga tumelano e fa e le gore ga re gatelel mo go tsona ka ponya ya letho. O ka nna wa se ithgise e le tshireletso fa e le gore re na le tokelo e seng ra e dirisa ka nako e maleba. Sekao, fa e le gore re go tlaleletsa nako ya go duela dituelo tsa gago mo kgweding e le nngwe fela , se ga se tlaose gore re go neela nako e oketsegileng mo kgweding e e tlang kgotse engwe.

**30. THIS AGREEMENT IS THE ENTIRE AGREEMENT
TUMELANO E KE TUMELANO YOTLHE**

This agreement is the only record of the agreement between the parties in regard to the subject matter of this agreement. Unless a court holds otherwise, no party is legally obliged to comply with any term, condition or undertaking not recorded in this agreement, and this agreement replaces any arrangement or understanding held by the parties before this agreement was signed.

Tumelano e ke yona fela rekoto ya tumelano magreng ga makoko a mangwe go ya ka kgankgolo ya tumelano e. Ntle le gore lekgotla le bua se sengwe, ga go lekoko le le nang le tetla go itsenya mo melao le boitlamo o o sa rekodiwang mo tumelanong e, mme tumelano e tsaya manno a tumelano nngwe le nngwe kgotsa kutlwisiso e e tshwereng ke makoko a mangwe pele ga tumelano e saenwa.

**31. ADDRESS WHERE YOU AGREE TO ACCEPT NOTICES AND LEGAL PROCESSES
ATERESE MO O DUMELANG GO AMOGELA DITEMOSO LE DITIRO TSA MOLAO**

31.1 You choose the physical address in South Africa which you confirm to us in writing once annually as the address at which you agree to accept any notices we send to you, where we may serve any legal process and may execute on any judgment we obtain against you, and for all other purposes relating to this agreement. (This address is known in law as your domicilium citandi et executandi.) The notices and processes include letters reminding you of payments you have missed, letters of demand, a summons and other legal notices. A legal process includes the ways we can enforce any court judgment, for example, a summons, attaching your property and selling it to recover money you owe to us.

O kgetha aterese mo Aforika Borwa eo o rurifatsang ka go kwala morago ga gore aterese e o dumelang kitsiso e re go romelang yona, moo re ka dirang ka ga ditiro tsa molao mme re ka phethisa katlholo nngwe le nngwe e re e fitlhelang kgatlhano le wena, le ditiro tse dingwe tse di amanang le tumelano e. (Aterese e e itsege ka molao jaaka domicilium citandi et executandi.) Di kitsiso le ditiro di akaretsa makwalo a a go gopotsang ka ditueklo tse o di tlogetseng, makwalo a

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

tlhokego, disamane le di kitsiso tse dingwe tsa molao. Tsamaiso ya molao e akaretsa ditsela e re ka tseweletsang katlholo ya lekgotla lefe kgotsa lefe, sekao, disamane, go rekisa ntlo ya gago gore o kgone go re duela madi a o re kolotang ona.

- 31.2 If you want to change this address, you may do so in writing via fax/email/post or alternatively visit any of the SA Typographical branch offices country wide, or the Transparent offices at 4 Estcourt Avenue, Wierdapark, Centurion, 0157.
Fa ele gore a batla go fetola aterese e, o ka dira jalo ka go kwala ka fekese/ pôsô ya dikhompiutara/ka poso kgotsa ka go etela di ofisi tsa Makala a Aforika Borwa (SA) Makala a di kantoro nageng ka bophara, kgotsa diofisi tsa Transparent go at 4 Estcourt Avenue, Wierdapark, Centurion, 0157.
- 31.3 If you change your address but do not notify us, you agree that we are allowed to send notices to you and serve legal processes at your last address known to us or any other address you have given us proper notice of.
Fa ele gore o fetola aterese ya gago mme ga o re itsise, o a dumela gore re na le tetla ya go go romela dikitsiso le go dirisa ditiriso tsa molao aterese ya gago ya bofelo e re e itseng kgotsa aterese efe kgotsa efe e o re fileng yona.
- 31.4 Even if this agreement is terminated, this clause remains valid for the purpose of any legal proceedings pertaining to this agreement.
Le fa tumelano e e ka emisiwa, molawanapotlana o tlo tswelela o dira ka lebaka la dikgato tsa molao tse di amang le tumelano e.

**32. COMMUNICATION BETWEEN US
PUISNAO MAGARENG GA RONA**

- 32.1 If we send a notice to you:
Re go romela kitsiso:
- 32.1.1 by prepaid registered post to your chosen address, we will treat it as if you have received it 7 (seven) days after we posted it;
Ka poso e kwadisitsweng ple go aterese ya gago e o e kgethileng, re tla e tsaya e kete o e amogetse matsatsi a 7 (a supa) morago ga gore re e romele.
- 32.1.2 by hand to your chosen address, we will treat it as if you have received it on the date on which we delivered it;
Ka letsogo aterese ya gago eo o e kgethileng, re tla tsaya gore o e amogetse ka letlha leo re le tsamaisitseng ya lona
- 32.1.3 by fax at the fax number you gave us, we will treat it as if you have received it at the time of the transmission;
Ka fekese go nomore ya fekese e o re neeleng yona, re tla e tsaya e kete o e amogetse ka nako ya phetiso.
- 32.1.4 by e-mail at the e-mail address you gave us, we will treat it as if you have received it at the time, we receive a delivery receipt.
Ka pôsô ya dikhompiutara ya pôsô ya dikhompiutara e o re neeleng yona, re tla e tsaya e kete o e amogetse ka nako eo re amogelang risiti.
- 32.2 When we presume that you received a notice by a certain date, this means we do not have to prove that you did receive it then. If you claim that you did not receive the notice by that date then you will have to prove it.
Fa re tsaya gore o amogetse kitsiso ya letlha le ee rileng, se se raya gore ga re a tshwanelwa ke go rurifatsa gore o e amogetse ka nako eo. Fa e le gore o re ga o ke wa amogela kitsiso eo ka letlha leo o tsi;le go tshwanela ke go rurifatsa se o se buang.
- 32.3 If you have actually received a written notice or communication from us, even if it was not sent to or delivered at your chosen address, fax number, postal address or e-mail address, it will still be a valid notice.
Fa ele gore o amogetse kitsiso la lekwalo kgotsa puisano e e tswang mo go rona , le fa e sa romelwa mo atereseng ya gago, nomore ya fekese, aterese ya poso, kgotsa aterese ya pôsô ya dikhompiutara, e netse e tla nna kitsiso e maleba.
- 32.4 Even if this agreement is ended, this clause remains valid for the purpose of any legal proceedings pertaining to this agreement.
Le fa tumelano a e ka fela, molawanapotlana o o tla nna o ntse o dira ka lebaka la dikgato tsa molao tse di amang tumelano e.

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

**33. IT IS YOUR RESPONSIBILITY TO CHECK ACCOUNT STATEMENTS
KE MAIKARABELO A GAGO GO TLHATHOBA DINTLHA TSA AKHAONTE.**

It is your responsibility to check account statements. You must let us know in writing within 30 (thirty) days of the date of the account statement if there is something you do not agree with. If you do not let us know within this time, we are entitled to treat the account statement as correct. You will then have to prove that the account statement is not correct.

Kmaikarabelo a gago go tlhathoba dintlha tsa akhaonte. O tshwanetse go re itsise ka lekwalo Nakong ya matsatsi a 30 (masome a marao) a letlha la setatemente sa akhaonte fa e le gore go na le se o sa dumelanne le sona. Fa e le gore o ka se re itsise mo Nakong e, re nale tetla ya go tsaya setatemente sa akhaonte gore se maleba. O tla tshwanelwa ke go ruirifatsa gore setatemente sa akhaonte ga se maleba.

**34. DELAYS AFFECTING OUR SERVICE
GO DIYA GO AMA BODIREDI JWA RONA**

34.1 You acknowledge that our services may be unavailable due to interruptions to our electronic communications network or power outages which are not within our control. We give you notice under this clause of these unavoidable interruptions and delays in providing the services.

O amogela gore bodiredi jwa rona bo ka nna ba se nne teng ka ntlha ya matsapa a enthanete kgotsa go tema ga motlakase go seng taolong ya rona. Re go neela kistsiso fa tlase ga molawanapotlana o ka mathata a a ka diyang bodiredi jwa rona.

34.2 We will give you notice if scheduled maintenance will cause an interruption or delay in the provision of services.

Re tla go itsise fa e le gore bodiredi jwa rona bo a baakangwa

**35. YOUR STATEMENT ABOUT FINANCIAL STATUS
MOKWALÔ WA MADI MABAPI LE BOEMO JWA MADI**

35.1 By signing this application, you confirm that:
Ka go saena kopo e, o dumela gore:

35.1.1 You have checked the information you have provided about your personal, financial and account details.
O tlotse kitsiso e o re neeleng yona mabapi le dintlha tsa gago, tsa madi, le tsa akhaonte.

35.1.2 The information you have provided about your personal, financial and account details is correct.
Kitsiso e o re neeleng yona mabapi le dintlha tsa gago, tsa madi, le tsa akhaonte e maleba.

35.1.3 You have fully and truthfully given all information we have asked you for about this loan and about your personal and financial circumstance.

O fane ka botlalo le ka nnete kitsiso yotlhe e re go kopileng yona mabapi le kadimo e ka boemo jwa gago jwa kadimo ya madi le jwa madi.

35.1.4 You have not applied for an administration order and no administration order has ever been given against you.
Ga o se o dire kopo ya taelo ya tsamaiso mme ga go taelo ya tsamaiso e e kileng ya newa kgatlanong le wena.

35.1.5 You have disclosed whether you are currently under debt counselling or subject to debt review.
O apolotse gore a o fa tlase ga sekoloto kgotsa o ka tlathojwa ke mokoloto.

35.1.6 You have not applied for and no order has been given against you for sequestration.
Ga o so kope kopo mme ga go na taelo e o e filweng kgatlanong le wena ka ntlha ya tatelano ya dilo.

35.1.7 You have not entered into a compromise with any of your creditors or attempted to do so generally or defer payment of debts owing by you.
Ga o ise o tsene mo tumelanong le o mongwe w aba kolotisi ba gago kgotsa o lekile go dira jalo.

35.1.8 You have told us about all other applications for credit you have made to other credit providers, whether they have been processed or not.
O re boleletse ka dikopo tsothle tsa mokoloto tse o di dirileng go bafani ba bangwe ba mokoloto.

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

35.1.9 Borrowing the principal debt will not cause you to owe more than you are able and required to pay back (this is called being over indebted as set out in the National Credit Act).
Go adima sekoloto se se mo sethogong go ka se dire gore o koloto go feta ka moo o tshwanetseng go duela ka teng (se se bidiwa go nna le sekoloto se sentsi jaaka go kwadilwe mo moalong wa National Credit Act).

**36. BORROWER'S DECLARATION
MAIKANO A MOADIMI**

- 36.1 You understand the risks and costs of borrowing the principal debt from us.
O tthaganya dikotsi le ditshenyegelo tsa go adima mokoloto o mo sethogong mogo rona.
- 36.2 You understand your rights and duties under this agreement.
O tthaganya ditshwanelo le maikarabelo a gago fa tlasa tumelano e.
- 36.3 You have received a copy of this agreement (including the quotation). If applicable, you have also received a copy of the insurance policy documents and the security documents.
O amogetse khopi ya tumelano e (go akaretsa le khotheishene). Fa e le gore go a tlhokagala, o amogetse le ditokomane tsa pholisi ya ênšorênsê le ditokomane tsa tshireletso
- 36.4 You have the legal capacity (and where relevant authority) to enter into this agreement. This means in the context of this agreement that the law treats you as competent and qualified to enter into this agreement, considering factors such as your age, marriage status, and mental state or whether a person who signs this agreement on your behalf (if applicable) is authorised to do so.
O na le bokgone jwa molao (mme moo go na le bolaodi jo ba siameng) go tsena tumelanong e. Se se raya gore go ya ka tumelano e molao o go tshwara jaaka motho o na leng bokgoni e bile o tshwanelwa ke go tsena tumelanong e, jaaka dintlha tsa go tshwana le dingwaga tsa gago, boemo jwa gago jwa nayalo, le boemo jwa tlhaganyo kgotsa fa e le gore go na motho o saenang tumelano e boemong jwa gago o dumeletswe go dira jalo.
- 36.5 We did not make you an offer that automatically results in an agreement if you do not decline it.
Ga re a go neela maneelo a a tlhagisang tumelano ka bo yona fa e le gore ga o a e gana.

**37. YOU SIGNED THIS AGREEMENT OF YOUR OWN FREE CHOICE
O SAENILE TUMELANO E KA MAIKGÊTHÊLÔ A GAGO**

- 37.1 We did not make you sign this agreement or do anything during the negotiation and conclusion of this agreement against your will.
Ga ra go dira gore o seane tumelano e kgotsa o dire se sengwe magareng ga ditumelano le khutlo ya tumelano e kgatlanong le thato ya gago
- 37.2 If we have arranged insurance for you, we have explained to you the terms and conditions of the insurance policy or policies required in this agreement.
Fa ele gore re baakanyeditse ênšorênsê, re tlhalositse maeom le maemo a pholisi ya ênšorênsê kgotsa melao e e tlhokagalang mo tumelanong e.
- 37.3 There were no blank spaces on the application form or this agreement (including the quotation) at the time when you signed each of these documents.
Go ne go sena phatlha e e sa kwadiwang mo fomong ya kopo kgotsa mo tumelanong e (go akaretsa le khotheishene) ka nako e o saenileng tokomane nngwe le nngwe.
- 37.4 If the application and quotation started telephonically or electronically, (by internet/web, cellphone) we have confirmed that this agreement may be recorded, and you have given us permission to do so. You have also given us permission to give you a copy of this agreement within a reasonable time.
Fa ele gore kopo le khotheishene di dirilwe ka mogala wa letheka kgotsa ka khompiutara (ka enthanete, mogala) re netifaditse gore tumelano e e ka rekhotiwa mme o re neele tumelo ya go dira jalo. O re neele gape tetla ya go go neela khopi ya tumelano e ka nako e e siameng.
- 37.5 You understand that we must report certain information about you and this agreement to the National Credit Register or a registered credit bureau.
O a tthaganya gore re tshwanetse go bega kitsiso e e rileng ka wena le tumelano e go kwadiso ya mokoloto.

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

37.6 You confirm that:
O dumela gore:

37.6.1 you have read and understood the terms and conditions of this agreement;
O buisitse mme o tlhlogantse maemo le melao ya tumelano e.

37.6.2 you have read and are also aware of all the terms that are printed in bold. 38.7 You understand that if any of these statements are not true, it may prevent you from exercising some or all of your rights.
O buisitse gape o a lemga gore maemo otlhe a akwadilwe ka makwalo o montsho. 38.6 O a tlhloganya gore fa e le gore nngwe ya dipolelo tse e se nnete, e ka g o gantese go dirise tse dingwe tsa ditokelo/disthwanelo tsa gago.

38. IMPORTANT CONTACT DETAILS/ DINTLHA TSE DI BOTLHOKWA TSA GO IKOPANYA

38.1 Please note the following important contact details:

Ka kopo tlhokomela dintlha tse latelang tse di botlhokwa tsa go ikopanya

38.2 National Credit Regulator 0860 627 627 or 0860 NCR NCR/
Molaodi wa sekoloto sa naga 0860 627 627 or 0860 NCR NCR

38.3 The National Consumer Tribunal 0860 627 627
Lekgotla la naga ya babereki 0860 627 627

38.4 The Ombud responsible for banks 0860 800 900
Bodiredi jo be ikarabelang ba di banka 0860 800 900

38.5 Credit Bureau 0861 66 28 27.
Kgwebo ya sekoloto 0861 66 28 27

If a person acts on your behalf with your permission, the person who signs this document (signatory) confirms that he/she has permission to sign this agreement and that he/she accepts this agreement on your behalf.

Fa ele gore motho o dira boemong jwa gago ka tumelo ya gago, motho yo saenang tokomane e (ya saenang) o rurifitsa gore o na le tetla ya go saena tumelano e le gore o dumela tumelano e boemong jwa gago.

Copy hereof received by the client.

Dikopi/meriti e amogelwang ke moreki

MEMBER NUMBER NOMORE YA LELOKO							
FIRM NUMBER NOMORE YA FEME							



**FORM 09
FOMO YA 09**

Signed at _____ on _____
Saenilwe _____ ka di

C	C	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---

Client/For the client also confirms that he/she may sign this agreement
Moreki/wa moreki le ena dumela gore a ka saena tumelano e

WITNESS/MOPAKI

Name and Surname/Leina le sefane

Identity Number/Nomore ya pasa

Signature/Tshaeno

Signed at _____ On _____
Saenilwe _____ Ka di

C	C	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---

For and on behalf of Transparent Consulting Services (Pty) Ltd
and duly authorised thereto: **Ettienné Myburgh**
Mo sebakeng sa Transparent Consultant Service (Pty) Ltd le Ka
tumelo ya bona: **Ettienné Myburgh**

WITNESS/MOPAKI

Name and Surname/Leina le sefane

Identity Number/Nomore ya pasa

Signature/Tshaeno