
GENERAL NOTICE

NOTICE 307 OF 2006

DRAFT NATIONAL CREDIT REGULATIONS, 2006

Draft National Credit Regulations to be published in terms of the
National Credit Act

FOR GENERAL PUBLIC COMMENT

Submissions to be submitted to

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index

1. Draft National Credit Regulations
2. Credit Ministerial Notice in re thresholds in terms of the National Credit Act
3. Draft forms in terms of the National Credit Regulations

Published by the Department of Trade and Industry

NATIONAL CREDIT REGULATIONS, 2006**Index to Regulations****CHAPTER 1****INTERPRETATION AND APPLICATION OF ACT**

1. Definitions
2. Application of Act

CHAPTER 2**REGISTRATION REQUIREMENTS, CRITERIA AND PROCEDURES*****Part A****Registration requirements for all registrants*

3. Application for registration
4. Disqualification of natural persons from registration
5. Conditions of registration
6. Review of conditions of registration
7. Certificate of registration

Part B*Cancellation of registration*

8. Voluntary cancellation of registration

Part C*Debt Counsellor*

9. Further criteria for registration as a debt counsellor

Part D*Compliance procedures*

10. Appointment of inspectors and investigators
11. Notice to unregistered persons who are conducting registered activities
12. Compliance notice
13. Objection to notices
14. Administrative fines

CHAPTER 3

CONSUMER CREDIT POLICY

Part A Credit Information

15. Retention periods for credit bureau information
16. Maintenance and retention of consumer credit information
17. Submission of consumer credit information to credit bureau

Part B Consumer rights

18. Right to access and challenge credit records and information

Part C Credit marketing practices

19. Required content for advertising practices
20. Required format for advertising practices

Part D Over-indebtedness, reckless lending and debt counselling

21. Reckless lending
22. Application for debt review
23. Debt restructuring by court order
24. Clearance certificate

CHAPTER 4

CONSUMER CREDIT AGREEMENTS

Part A

Pre-agreement disclosure

- 25. Pre-agreement disclosure for small agreements
- 26. Pre-agreement disclosure for intermediate or large agreements

Part B

Form of credit agreements

- 27. Prescribed form for small agreements
- 28. Requirements for intermediate or large agreements
- 29. Unlawful provisions of credit agreement
- 30. Credit insurance
- 31. Disclosure of location of goods
- 32. Statement of account
- 33. Changes to interest
- 34. Consumer's right to rescind a credit agreement
- 35. Charges to other accounts

CHAPTER 5

INTEREST AND FEES

Part A

Interpretation

- 36. Definitions

Part B

General stipulations

- 37. Interest calculation
- 38. Levying and capitalisation of interest and fees

*PartC**Other fees, costs and charges*

- 39. Default administration charges
- 40. Collection costs
- 41. Other charges

*PartD**Interest applicable to different products*

- 42. Maximum rates of interest
- 43. Supplementary conditions on the application of the maximum initiation fee
- 44. Maximum service fee
- 45. Periodic review of limitation on fees and interest rates

CHAPTER 6**DISPUTE RESOLUTION**

- 46. Failed alternative dispute resolution
- 47. Initiating a complaint to the National Credit Regulator
- 48. Initiating application to the Tribunal
- 49. Notice of non-referral
- 50. Application for referral to a different consumer court or the Tribunal
- 51. Referral to the Tribunal

CHAPTER 7**RECORD-KEEPING AND REGISTERS***Part A**Record-keeping*

- 52. Records of registered activities
- 53. Time for keeping records of Credit applications and agreements

Part B
Registers

- 54. National record of registration
- 55. Register of marketing options
- 56. Register of agents
- 57. Identity card of agents

CHAPTER 8
COMPLIANCE AND REPORTING

Part A
Credit Provider compliance reports

- 58. Statutory reporting
- 59. Compliance report
- 60. Statistical return
- 61. Annual financial statements
- 62. Annual financial and operational return
- 63. Responsibility for assurance review
- 64. Assurance review

Part B
Debt counsellor compliance reports

- 65. Annual compliance report and statistical return by debt counsellor

Part C
Credit Bureau compliance reports

- 66. Annual compliance report by credit bureau
- 67. Quarterly synoptic report by credit bureau
- 68. Submission of periodic synoptic report by insurer

CHAPTER 9

TRANSITIONAL PROVISIONS

69. General preservation of regulations, rights, duties, notices and other instructions

CHAPTER 10

PRESCRIBED FORMS

70. Forms

71. Use of forms

72. Electronic submission of forms

Schedule 1

Schedule 2

Chapter 1

INTERPRETATION AND APPLICATION OF ACT

Definitions

1. In these Regulations, any word or expression defined in the Act bears the same meaning as in the Act and-
 - "**debt counselling**" means performing the functions contemplated in section 86 of the Act;
 - "**debt counsellor**" means a person who is required to be registered in terms of section 44 of the Act to perform the service of debt counselling;
 - "**Ministerial Notice**" means a notice published by the Minister in the *Government Gazette*, in terms of the Act or these Regulations; and
 - "the **Act**" means the National Credit Act, 2005 (Act No. 34 of 2005).

Application of Act

2. An application by the consumer in terms of section 4(1)(d) of the Act for approval of a credit agreement in terms of which the credit provider is situated outside the Republic, must be submitted to the Minister by completing Form 1.

CHAPTER 2**REGISTRATION REQUIREMENTS, CRITERIA AND PROCEDURES*****Part A******Registration requirements for all registrants*****Application for registration**

- 3.(1) A person who applies for registration in terms of section 45 of the Act must submit to the National Credit Regulator:
 - (a) A completed application in -
 - (i) Form 2, if applying for registration as a credit provider;
 - (ii) Form 3, if applying for supplementary registration as a provider of developmental credit;
 - (iii) Form 4, if applying for registration as a debt counsellor; or
 - (iv) Form 5, if applying for registration as a credit bureau.
 - (b) Any additional required documents, as set out in the relevant application Form; and
 - (c) The applicable filing fee as set out in Schedule 2.
- (2) A person who applies at the same time for registration as a credit provider and for supplementary registration as a provider of developmental credit must satisfy the filing requirements for both applications.
- (3) A person who applies for registration must provide any information required by the National Credit Regulator in terms of section 45(2) of the Act, within 15 business days after the request is delivered to the applicant.

Disqualification of natural person from registration

4. If a natural person who exercises general management or control over the registrant, whether alone or in conjunction with others, becomes disqualified from individual

registration in terms of section 46(3) of the Act, that person must provide the National Credit Regulator and the registrant with notification by completing Form 6 and submitting it within 30 business days of becoming disqualified.

Conditions of registration

5. The National Credit Regulator may propose any conditions on the registration of an applicant as contemplated in section 48(3) of the Act by delivering a notice contained in Form 7 to the applicant by hand or registered mail.

Review of conditions of registration

6. A registrant may request the National Credit Regulator in terms of section 49(1)(a) of the Act to review or vary any conditions of registration of the registrant by submitting:
 - (a) a completed Form 8.
 - (b) a required fee as set out in Schedule 2.

Certificate of registration

7. A registration certificate or duplicate registration certificate issued in terms of section 52(1) of the Act must be in Form 9 and must specify the information contained in section 52(2) as well as the following additional information:
 - (a) identity number of the registrant in the case of a natural person, or the registration number in the case of a juristic person; provided that in the case of a partnership, the words "trading in partnership" must be specified;
 - (b) registration number of the registrant issued by the National Credit Regulator;
 - (c) address of the premises in respect of which the certificate is issued;
 - (d) signature of the chief executive officer of the National Credit Regulator;
 - (e) certificate number;
 - (f) date on which the certificate was issued.

PartB
Cancellation of registration

Voluntary cancellation of registration

8. A registrant may voluntarily cancel its registration by submitting a completed Form 10 to the National Credit Regulator.

PartC
Debt Counsellor

Further criteria for registration as a debt counsellor

9. A person who applies for registration as a debt counsellor must meet the following further requirements-
- (a) Education:
 - (i) a Grade 12 certificate or equivalent Level 4 qualification issued by the South African Qualifications Authority; and
 - (ii) successful completion of a debt counselling course approved or accredited by the National Credit Regulator.
 - (b) Experience and Competence:
 - (i) a minimum of two years working experience in any of the following fields-
 - (aa) consumer protection, complaints resolution or consumer advisory service;
 - (bb) legal or para-legal services; or
 - (cc) accounting or financial services;
 - (ii) demonstrated ability to manage his/her own finances at the time of applying for registration.

PartD
Compliance procedures

Appointment of inspectors and investigators

10. The Chief Executive Officer of the National Credit Regulator must issue an inspector/investigator appointed in terms of section 25 of the Act with a certificate prescribed in Form 11.

Notice to unregistered persons who are conducting registered activities

-] 1. A notice in terms of section 54(1) of the Act must be in Form 12 and contain the following information in addition to the requirements set out in section 54(3):

- (a) the provisions contained in the Act which require that the person or association be registered to engage in that activity;
- (b) the date of the notice;
- (c) the section of the Act in terms of which the notice has been issued, together with a description of the section; and
- (d) a statement of the right to object to the notice in terms of section 56 of the Act.

Compliance notice to registrants

12. A compliance notice issued in terms of section 55 of the Act must be in Form 13 and contain the following information in addition to the information set out in section 55(3):
- (a) the section of the Act in terms of which the notice has been issued, together with a description of the section;
 - (b) the date of the notice.
 - (c) a statement of the right to object to the notice in terms of section 56 of the Act.

Objection to notices to registrants

13. An application to review a notice issued in terms of section 54 or 55 of the Act must be in Form 14.

Administrative fines

- 14 (1) For the purposes of section 151(4)(b) of the Act:
- (a) the annual turnover of a credit bureau is the total amount of fees and income generated during the immediately preceding financial year in respect of activities relating to the National Credit Act undertaken by the credit bureau;
- (2) for the purpose of calculating the annual turn over of the previous financial year in respect of subsection 1 above, the National Credit Regulator will require the following information:
- (a) audited financial statements in the case of a juristic person;
 - (b) in cases where no such financial statements are available, the chief executive officer of the registrant is required to provide a statement to the Tribunal certifying the annual turnover of the registrant based upon all information available at the time that such a statement is made;
 - (c) in cases where no such financial statements are required by law, the statistical returns as set out in Regulation 60 will be used;

CHAPTER 3

CONSUMER CREDIT POLICY

Part A *Credit Information*

Retention periods for credit bureau information

15(1) The consumer credit information to which the Table refers may be retained and displayed for a maximum period as indicated:

	Categories of Consumer Credit Information	Description	Period for which Information must be retained from date of commencement of the event
1.	Details and results of disputes lodged by consumers	Number and nature of complaints lodged and whether complaint was upheld, rejected or partially upheld	18 months
2.	Inquiries	Number of inquiries made on a consumer's record, including the name of the entity / person who made the inquiry and a contact person if available	3 years
3.	Payment Profile	Factual information pertaining to the payment profile of the consumer	5 years
4.	Adverse information	Qualitative information on consumer behaviour	1 year
5.	Debt Re-arrangement	As per section 86 of the Act, an order given by the Court or Tribunal	The earlier of 3 years or until a clearance certificate is issued
6.	Civil court judgments	Civil court judgments including default judgment	The earlier of 5 years or until the judgment is rescinded by a court or

			abandoned by the credit provider in terms of section 86 of the Magistrates' Court Act, 32 of 1944.
7.	Administrations Orders	As per the court order	The earlier of 10 years or until order is rescinded by a court
8.	Sequestrations	As per the court order	The earlier of 10 years or until rehabilitation order is granted
9.	Liquidations	As per the court order	Unlimited period
10.	Rehabilitation Orders	As per the court order	5 years

- (2) The date of commencement of the event for purposes of items 1 - 4 is the date of listing;
- (3) The date of commencement of the event for purposes of items 5 - 10 is the date on which the relevant order was given.

Maintenance and retention of consumer credit information

16.(1) Records of consumer credit information must be maintained in accordance with the following standards:

- (a) be identified by the consumer's identity number or passport number, or where no identity number or passport number is available for a particular person, any other reasonable method to identify the record;
 - (b) be collected, processed and distributed in a manner that ensures that the records remain confidential and secure;
 - (c) be protected against accidental, unlawful destruction and unlawful intrusion;
 - (d) be protected against loss or wrongful alteration, and
 - (e) be protected against unauthorised disclosure or access by any unauthorised person.
- (2) The credit bureau must take all reasonable steps to ensure that all records are kept up to date.

- (3) Consumer credit information relating to the following subjects may not be contained on the records of the credit bureau:
- (a) political affiliation;
 - (b) medical status or history;
 - (c) religion or thought, belief or opinion;
 - (d) sexual orientation, except to the extent that such information is self-evident from the record of the consumer's marital status and list of family members; and
 - (e) membership of a trade union, except to the extent that such information is self-evident from the record of the consumer's employment information.
- (4) The prescribed purposes for which a report may be issued in terms of section 70(2)(g), include:
- (a) an affordability assessment in respect of a consumer, other than an affordability assessment as required by section 79 of the Act, provided that the consumer has consented to such an enquiry being made;
 - (b) a credit assessment in respect of a consumer provided that the consumer has consented to such an enquiry being made;
 - (c) an investigation into fraud, corruption or theft, provided that the South African Police Service or any other statutory enforcement agency conducts such an investigation;
 - (d) fraud detection and fraud prevention services;
 - (e) considering a candidate for employment in a position that requires trust and honesty and entails the handling of cash or finances, provided that the specific consent of the candidate has been obtained in writing for an enquiry for such purpose to be made;
 - (f) an assessment of the debtors book of a business for the purposes of:
 - (i) providing insurance;
 - (ii) the sale of the business; or
 - (iii) any other transaction that is dependent upon determining the value of the debtors book;
 - (g) setting a limit of service provision in respect of any continuous service;
 - (h) assessing an application for insurance;
 - (i) verifying qualifications and employment;
 - (j) obtaining consumer information to distribute unclaimed funds, including pension funds and insurance claims;

- (k) tracing of a consumer by a credit provider in respect of a credit agreement entered into between the consumer and the credit provider, provided the consumer consented to such tracing at inception of the agreement;
 - (l) developing of a credit scoring system by a credit provider or credit bureau.
- (5) In addition to the consumer credit information contemplated in section 70(1) of the Act, a registered credit bureau may receive, compile and report only the following information in respect of a consumer:
- (a) payment history and status in respect of continuous services;
 - (b) information that is relevant for the purpose of credit fraud detection and prevention;
 - (c) payments made by a consumer in respect of a debt, where the debt has been ceded or sold by the credit provider to another party;
 - (d) information that is not related to the provision of consumer credit, provided that the consumer's consent has been obtained for the submit, compile and reporting of such information.
- (6) In addition to the sources of consumer credit information contemplated in section 70(2), a registered credit bureau may receive consumer credit information in respect of a consumer from any person, provided the originating source of the information is one of the following persons:
- (a) An organ of state, a court or judicial officer;
 - (b) Any provider of a continuous service as defined in the Act;
 - (c) A person providing long term and short term insurance;
 - (d) Entities involved in fraud investigation;
 - (e) Educational institutions;
 - (f) Debt collectors to whom book debt was ceded or sold by a credit provider.
- (7) The maximum fees that may be charged for assessing and inspecting any file or information as contemplated in section 72(1)(b)(ii) of the Act is set out in Schedule 2.

Submission of consumer credit information to credit bureau

- 17.(1) The information submitted to a credit bureau must contain information in respect of a consumer:
- (a) Initials, full names and surname;
 - (b) SA identity number or passport number and date of birth;

- (2) In as far as it is available, the following information should also be submitted to the credit bureau in respect of a consumer:
- (a) Residential address and telephone number;
 - (b) Details of employer and place of work, if self employed or unemployed, a statement to that effect.
- (3) A credit provider must take reasonable steps to ensure that the information reported to the credit bureau is accurate, up-to-date, relevant, complete, not duplicated and valid.
- (4) A credit provider must give the consumer at least 20 business days notice of its intention to submit the following adverse information concerning that person to a credit bureau:
- (a) classification of consumer behaviour, including classifications such as 'delinquent', 'default', 'slow paying', 'absconded*' or 'not contactable';
 - (b) classifications related to enforcement action taken by the credit provider, including classifications such as handed over for collection or recovery, legal action, or write-off.

Part B ***Consumer rights***

Right to access and challenge credit records and information

- 18.(1) When a consumer requests a credit report it must disclose the same information that will be displayed to other parties when such report is provided;
- (2) If the accuracy of the consumer credit information has been challenged by a consumer in terms of section 72(3)(a) and (b) of the Act the person to whom the challenge has been made must take the steps set out in paragraph (a) and (b) within 20 business days after the filing of the challenge.
- (3) If the information is removed in terms of section 73(2)(b), the credit bureau must inform all parties to whom the information has been reported in the previous 20 business days about the inaccuracy as well as all other credit bureaus.

Part C ***Credit market practices***

Required contents for advertising practices

- 19.(1) If an advertisement refers only to the availability of credit, and no reference is made to costs, interest rates or monthly repayment, no further disclosure of cost of credit, interest rate percentage or monthly repayment is required.

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- (2) If an advertisement discloses only the interest percentage or the maximum and minimum rates where a range is applicable, and no reference is made to other costs of credit, no further information needs to be disclosed in cases of intermediate and large agreements, in cases of small agreements, service fees and initiation fees must be disclosed;
 - (3) If an advertisement, other than an advertisement referred to in sub-regulation (2), discloses a monthly repayment, or any other cost of credit, the advertisement must also disclose the following:
 - (a) amount payable;
 - (b) number of repayments;
 - (c) deposit payable, if any; and
 - (d) interest rate percentage;
 - (e) residual or final amount payable (if any)
 - (3) A statement of comparison of credit cost, as described in section 76(4)(d) of the Act must contain all the information as set out in sub-regulation (3), for each alternative being compared.
 - (4) If an advertisement discloses only the interest rate percentage or amount available that may apply to a transaction, and no other information set out in sub-regulation (3) is disclosed, and in the case of a differential interest rate being available, both maximum and minimum interest rates must be disclosed.
 - (5) If an advertisement is for specific goods to be purchased on credit, services to be rendered on credit or a specific amount of credit obtainable and reference is made to repayment amounts or cost of credit, all the information as contained in sub-regulation (3) must also be disclosed.
 - (6) Any of the following statements or phrases, or any wording that has substantially the same meaning, may not form part of any advertisement or direct solicitation for credit -
 - (a) "no credit checks required";
 - (b) "blacklisted consumers welcome";
 - (c) "free credit"
 - (7) If any of the following qualitative statements to the cost of credit or any wording that has substantially the same meaning, is made:
 - (a) "cheap credit";

(b) "affordable credit";

(c) "low cost credit"

specific information as required in sub-regulation (3) or a range of interest rate credit as set out in sub-regulation (4), must be made.

- (8) A direct solicitation may not contain the expressions "loan guaranteed", "pre-approved" or similar statements except when the credit granted is not subject to any credit assessment after acceptance by the consumer.

Required format for advertising practices

20.(1) The information required to be disclosed in terms of regulation 20(2) and 20(4) must be:

- (a) of no smaller font size than the average font size used in the advertisement;
 - (b) displayed together;
- (2) The disclosure of the information in terms of regulation 20(2) for purposes of television advertisements may be a combination of visual and audio disclosure provided that equal prominence is given to all the information required equivalent to the prominence given to all other elements of the advertisement.
- (3) Audio advertisements must provide prominence to all the information to be disclosed in terms of regulation 20(2) equivalent to the prominence given to all other elements of the advertisement.

Part D

Over-indebtedness, reckless lending and debt counselling

Reckless lending

21. Any credit extended in terms of-


- (a) a school loan or a student loan;
- (b) an emergency loan;
- (c) a public interest credit agreement;

must be reported by the credit provider to the National Credit Regulator within 30 days of signature thereof by completing and submitting Form 15

Application for debt review

22.(1) A consumer who wishes to apply to a debt counsellor to be declared over-indebted must:

- (a) Submit to the debt counsellor a completed Form 16; or

- (b) Provide the debt counsellor with the following information:
- (i) personal details, including:
 - (aa) name, initials and surname;
identity number;
 - (bb) postal and physical address;
 - (cc) contact details.
 -  all income, inclusive of employment income and other sources of income (specify)
 - (iii) monthly expenses, inclusive of, but not limited to:
 - (aa) taxes;
 - (bb) unemployment insurance fund;
 - (cc) pension;
 - (dd) medical Aid;
 - (ee) insurance;
 - (ff) court orders;
 - (gg) other (specify).
 - (iii) List of all debts, disclosing monthly commitment, total balance outstanding, original amount and amount in arrears (if applicable) inclusive of, but not limited to:
 - (aa) home loans;
 - (bb) furniture retail;
 - (cc) clothing retail;
 - (dd) personal loans;
 - (ee) credit card;
 - (ff) overdraft;
 - (gg) educational loans;
 - (hh) business loans;
 - (ii) car finances and leases;
 - (ij) sureties signed;
 - (kk) other (specify).
 - (v) Living expenses, inclusive of, but not limited to:
 - (aa) groceries;
 - (bb) utility and continuous service;
 - (cc) school fees;

- (dd) transport costs;
 - (ee) other (specify).
 - (vi) A declaration and undertaking to commit to the debt restructuring,
 - (vii) A consent that a credit bureau check may be done,
 - (viii) Confirmation that the information is true and correct.
 - (c) Submit to the debt counsellor the documents specified in Form 16.
 - (d) Pay the debt counsellor's fee, if any, provided that such fee may not exceed the maximum fee prescribed in Schedule 2.
- (2) Within five business days after receiving an application for debt review in terms of section 86(1) of the Act, a debt counsellor must send a completed Form 17 to all credit providers that are listed in the application and every registered credit bureau;
- (3) The debt counsellor must verify the information provided in terms of subsection (1) above by requesting documentary proof from the consumer, contacting the relevant credit provider or employer or any other method of verification.
- (4) In the event that a credit provider fails to provide a debt counsellor with verification information within five business days of such verification being requested, the debt counsellor may accept the information provided by the consumer as being correct;
- (5) A notice contemplated in sub-regulation (3) must be sent by fax, registered mail or e-mail provided that the debt counsellor keeps a record of the date, time and manner of delivery of the notice;
- (6) Within 30 business days after receiving an application in terms of section 86(1) of the Act, a debt counsellor must make a determination in terms of section 86(6);
- (7) Any arrangement made by the debt counsellor with credit providers must be reduced to writing and signed by all credit providers mentioned, the debt counsellor and the consumer.
- (8) In determining whether any of the consumer's credit agreements are reckless, as defined in section 80, the debt counsellor must consider the following, in addition to the matters set out in that section:
- (a) any guidelines published by the National Credit Regulator proposing evaluative mechanisms, models and procedures in terms of section 82 of the Act; and
- (9) When making a determination in terms of sections 79(3)(b)(ii) and 80(3)(b)(ii), the value of a credit guarantee is 70% of the settlement value of the guaranteed debt, alternatively a credit provider may use a factor based upon the likelihood of the realisation of the obligation and the size of the potential obligation.

Debt restructuring by court order

- 23 An application to the Magistrates' Court in terms of section 86(9) will be done in Form 18.

Clearance Certificate

- 24 A debt counselor must issue a clearance certificate in Form 19 if the consumer has fully satisfied all the debt obligations under every credit agreement that was subject to the debt re-arrangement order or agreement, in accordance with that order or agreement

Chapter 4

CONSUMER CREDIT AGREEMENTS

Part A

Pre-agreement disclosure

Pre-agreement disclosure for small agreements

25. The pre-agreement statement and quotation given to a consumer in terms of section 92 (1) of the Act must comply with the following requirements:
- (a) The pre-agreement statement and quotation may be contained in one document or in two separate documents, provided that if they are contained in one document, the quotation must be on the first page of that document.
 - (b) The quotation must be headed "Quotation" and contain the information set out in Part A of Form 20.
 - (c) The quotation must be substantially similar to Part A of Form 20 provided that the summary information must be contained in a bordered text box, and the order of the information disclosed must not be changed.
 - (d) The pre-agreement statement must be headed "Pre-Agreement Statement" and contain the information set out in Part B of Form 20.
 - (e) The pre-agreement statement must be substantially similar to the Part B of Form 20, provided that the order of the information disclosed must not be changed.

Quotation and Pre-agreement disclosure for intermediate or large agreements

26. The quotation given to the consumer in terms of section 92(2) of the Act must comply with the following requirements and be in the format set out in Form 20 Part A:

- (a) the quotation may be contained in the same document as the pre-agreements statement or in a separate document, provided that if the quotation is included in the same document as the pre-agreement statement, the quotation must be on the first page of that document.
- (b) the quotation must be in a bordered text box and headed "Quotation".
- (c) the information required to be disclosed in the quotation must be disclosed in the following order:
 - (i) principal debt;
 - (ii) proposed distribution of principal debt with reference to items listed in section 102(1)(b) to (f) of the Act and specify any other
 - (iii) other ongoing credit costs;
 - (iv) service fee and whether it is paid monthly, annually or on any other basis as prescribed in section 101(1)(c) of the Act;
 - (v) initiation fee;
 - (vi) present value of interest;
 - (vii) residual or final amount payable (if any)
 - (viii) total cost of the proposed agreement;
 - (ix) annual interest rate;
 - (x) state the basis for any costs payable under section 121(3)(b)(i) of the Act if applicable;
 - (xi) state the reasonable rental to be charged in terms of section 121(3)(b)(ii) of the Act if applicable;
- (d) Number of installments to be paid;
- (e) Installment amount.

Part B
Forms of credit agreements

Prescribed form for small agreement

27. A document that records a small credit agreement must contain all the information as reflected in Form 20.

Requirements for intermediate or large agreements

- 28.(1) The following requirements are prescribed in terms of section 93 of the Act in respect of all categories of intermediate and large agreements including developmental credit agreements:
- (a) All the information that is disclosed in a credit agreement must be comprehensive, clear, concise and in plain language.
 - (b) The credit agreement may be set out in one or more documents, provided that if *it* is set out in more than one document, the document signed by the consumer must include a reference clearly identifying each of the other documents.
 - (c) The lettering of the credit agreement must be legible and clear enough to ensure that it remains legible and clear if photocopied or faxed.
 - (d) The lettering of the matters that are required to be disclosed in terms of sub-regulation (2) must be given equal prominence to the body of the remainder of the document.
 - (e) If the quotation does not form part of the credit agreement, the information that is required to be disclosed in the quotation must be disclosed in the credit agreement on the first page of the agreement in a bordered tabular format titled "Cost of Credit".
 - (f) In the Cost of Credit table, the credit provider must also disclose the information prescribed in sub-regulation (2)(j) and (k).
- (2) Intermediate and large agreements must contain the following information, if applicable:
- (a) The type of agreement.
 - (b) The credit provider's name, contact details and registration number with the National Credit Regulator.
 - (c) Cost of credit reflecting the following:
 - (i) The amount of the principal debt, including the amount deferred in terms of the credit agreement as well as the nature and amount of the following fees and charges where they have been included in the principal debt in terms of the credit agreement:
 - (aa) the cost of an extended warranty agreement;
 - (bb) delivery, installation and initial fuelling charges;

- (cc) connection fees, levies or charges;
- (dd) taxes, license or registration fees,
- (ii) If the amount deferred in terms of the credit agreement is not ascertainable, the maximum amount deferrable,
- (iii) The proposed distribution of the principal debt and to whom each amount is to be paid,
- (iv) If the distribution of the amount deferred in terms of the credit agreement is subject to certain conditions, such conditions,
- (v) If the credit is provided by the supplier of goods, land or services, the cash price of such goods, land or services,
- (vi) The amount of any initiation fee;
- (vii) The option of having the fee paid upfront;
- (viii) Manner in which the fee will be recovered, whether lump sum, upfront or monthly.
- (ix) The amount of any service fee;
- (x) The basis upon which service fee is payable, if annual, a indication that it will be added to the outstanding balance
- (xi) The annual rate at which interest is levied in respect of the agreement expressed as a percentage and calculated in accordance with Regulation 37;
- (xii) In the case of a variable interest rate, the rand amount of interest charges over the term of the agreement
- (xiii) Whether the interest rate is fixed or variable, and if variable, the reference rate to which the interest rate is fixed;
- (xiv) The nature of any insurance contract entered into pursuant to section 106 of the Act;
- (xv) The cost to the consumer of the insurance supplied,
- (xvi) The amount of any fee, commission, remuneration or benefit receivable by the credit provider or any other person in relation to the insurance;
- (xvii) The consumer's right to waive a policy proposed by the credit provider and substitute a policy of the consumer's own choice, subject to section 106 of the Act;
- (xviii) If the consumer exercises the right to substitute a policy in terms of section 106, the amount of any administration fee payable;

- (xix) The nature of any additional insurance contract entered into pursuant to section 106 of the Act;
 - (xx) The costs of such additional insurance and whether such costs are charged by monthly or annual premiums,
 - (xxi) The amount of any default administration charges which may be imposed on default by the consumer or the manner in which such charges will be calculated;
 - (xxii) The circumstances in which such default administration charges will be imposed;
 - (xxiii) The amount of any collection costs which may be charged in respect of the enforcement of a consumer's monetary obligations in terms of the credit agreement or the manner in which such costs will be calculated;
 - (xxiv) The circumstances in which such collection costs will be charged.
- (d) All fees levied by the credit provider must be disclosed in the agreement together with the date on which they will be levied and any other information relating to the charging of such fees;
- (e) If the amounts that have to be disclosed are not ascertainable, the credit provider must disclose such amounts based on estimated information, provided that such estimates are reasonable[^] of the proposed credit agreement;
- (f) If the amounts disclosed are based on estimated information, the credit provider must clearly disclose this to the consumer by indicating which amounts are based on estimated information and disclosing such estimated information;
- (g) The sum of the amounts disclosed in respect of the initiation fee, service fee, interest and cost of credit insurance, provided that, to the extent that any amount is not ascertainable, the credit provider must clearly indicate the method of calculating the amount;
- (h) The sum of the principal debt, initiation fee, service fee, interest and cost of credit insurance, provided that, to the extent that any amount is not ascertainable, the credit provider must clearly indicate the method of calculating the amount;
- (i) If the interest rate or credit fees and charges that are payable in terms of the agreement may be changed in terms of the Act, a statement to that effect must be disclosed together with the manner and the timeframes within which the consumer must be notified of any changes to the interest rate or credit fees and charges in accordance with section 104 of the Act;

- (j) The amount of the repayments) or if not ascertainable, the method of calculating the repayment amount;
- (k) If ascertainable -
 - (i) the number of repayments;
 - (ii) the frequency of the repayments;
 - (iii) when the first repayment is due;
 - (iv) if all repayment amounts are not equal, how will they differ;
 - (v) the total amount of all repayments;
 - (vi) the term or duration of the agreement;
- (l) The frequency with which the consumer will be provided with a statement of account;
- (m) The manner in which the statement will be provided;
- (n) If the credit provider has taken any form of security or mortgage in respect of the repayment of the loan, a description of the security or asset mortgaged;
- (o) Details of the implications of default by the consumer;
- (p) Details of the process that will be followed on default;
- (q) A statement notifying the consumer as comprehensively as reasonably possible
 - * about the information sharing practices in credit reporting, which must contain the following information:
 - (i) confirmation by the consumer that the credit provider may transmit to the credit bureau data about the application, opening and termination of an account;
 - (ii) the fact that information on non-compliance with terms and conditions of the credit agreement is transferred to the credit bureau;
 - (iii) the name and contact details of the credit bureau or credit bureaux to which the information is transferred;
 - (iv) the fact that the credit bureau provides a credit profile and possibly a credit score on credit worthiness of the person subject to the record;
- (r) A statement of the consumer's right to:
 - (i) contact the credit bureau,
 - (ii) have the credit record disclosed; and
 - (iii) correct inaccurate information;

- (s) If applicable, the consumer's right to rescind the credit agreement in terms of section 121 of the Act
- (t) A statement of the consumer's or guarantor's right to settle the agreement together with an explanation of the manner in which the amount required to settle the credit agreement is calculated in terms of section 125 of the Act.
- (u) The right of the consumer to terminate the credit agreement in terms of section 122 of the Act and the right of the credit provider to terminate the credit agreement in terms of section 123 of the Act.
- (v) A statement of the consumer's rights to:
 - (i) resolve a complaint by way of alternative dispute resolution;
 - (ii) file a complaint with the National Credit Regulator; or
 - (iii) make an application to the Tribunal;
- (w) If applicable, the consumer's obligations to disclose the location of goods in terms of section 97 of the Act;
- (x) If applicable, the consumer's right to surrender goods in terms of section 127 of the Act together with a description of the process to be followed in surrendering goods in terms of section 127 of the Act;
- (y) If applicable and as prescribed in terms of section 94 of the Act, the contact number at which a consumer may report the loss or theft of a card, personal identification number or other device and the extent of the consumer's liability for purchases charged to that facility after the card, personal identification code or number or other device has been lost or stolen;
- (z) A statement of the consumer's right to prepay any amount under a credit agreement in terms of section 126 of the Act.
- (AA) A statement of the consumer's right to apply to a debt counsellor to be declared over-indebted in terms of section 86 of the Act, and the process to be followed;
- (BB) Contact details of the National Credit Regulator and the Tribunal, and in the case of the credit provider being a regulated financial institution, the contact details of the adjudicator responsible for that institution.

Unlawful provisions of a credit agreement

29. The following common law rights or remedies that are available to a consumer may not be waived in a credit agreement:
- (a) *Exceptio erroris calculi*,

(b) *Exceptio non numerate pecuniae.*

Credit Insurance

30. (1) If a credit provider proposes the purchase a particular policy as envisaged in section 106(4), such credit provider will disclose to the consumer the information set out in Form 21;
- (2) If a consumer exercises the right under section 106(4)(a) to substitute an insurance policy of the consumer's choice, the credit provider may require the consumer in terms of section 106(6)(a) and 106(6)(b) to complete Form 22 and Form 23.

Disclosure of location of goods

- 31.(1) In respect of a credit agreement to which section 97 of the Act applies, the consumer must disclose any changes concerning the matters listed in section 97(2) in writing to the credit provider within 10 business days after the change, either by registered mail, e-mail or fax.
- (2) When disclosing change, the consumer must complete Form 24 or provide the following information to the credit provider:
- (a) name of the consumer;
 - (b) a reference number or account number provided by the credit provider;
 - (c) the date upon which the change was effective; and
 - (d) the date of the disclosure.
- (3) On request by the credit provider, messenger of the court or the deputy sheriff, as contemplated in section 97(3), the consumer -
- (a) must provide the information in writing, if so requested, by completing Form 25; or
 - (b) may other wise provide the information orally.

Statement of account

32. A statement of account in respect of a small agreement must be in Form 26 and must contain the following information:
- (a) The details of the credit provider, including:
 - (i) the name of the credit provider;

- (i) the trading name of the credit provider, if any
 - (ii) the credit provider's registration number issued by the National Credit Regulator
 - (iii) the physical address and postal address of the credit provider
 - (iv) the telephone number of the credit provider
 - (v) where relevant the details of the bank account into which consumer's payment must be made, including name of bank, account number, branch code and reference number.
- (b) The details of the consumer, including
 - (i) the consumer's name;
 - (i) the consumer's account number or reference number
 - (ii) the consumer's address
- (c) The date of the statement
- (d) The period covered by the statement
- (e) Details of the loan, including:
 - (i) the principal debt
 - (ii) the annual rate of interest
 - (iii) the installment amount
 - (iv) the frequency of the installment
 - (v) the balance outstanding at the date of statement
 - (vi) whether the account is in arrears, and if so, the amount of such arrears.
- (f) A summary of the transactions that occurred during the period of the statement, including the total amount debited or credited to the account in respect of the following:
 - (i) payments received
 - (ii) fees levied
 - (iii) interest accrued
 - (iv) insurance costs levied
 - (v) collection costs levied
 - (vi) default administration costs levied
 - (vii) legal fees incurred
- (g) A detailed statement of each transaction that occurred during the period of the statement including the following:
 - (i) opening balance from the previous statement

- (ii) the date of each transaction
- (iii) a description of the transaction
- (iv) the amount of the transaction and whether it is a debit or credit on the account
- (v) a running total
- (vi) the closing balance

Changes to interest

33. A notice by the credit provider to the consumer of a change in a variable interest rate as contemplated in section 104(3)(a) of the Act, must also provide the following information:

- (a) the date on which the change took effect, or will take effect;
- (b) total interest payable under the agreement in Rand value, if ascertainable;
- (c) monthly interest payable in Rand value, if ascertainable.

Consumer's right to rescind a credit agreement

34. A notice by the consumer to the credit provider to terminate a credit agreement in terms of section 121(2) must be given in writing and delivered by hand, fax, e-mail or registered mail to an address specified in the agreement.

Charges to other accounts

35. A notice to a consumer of a charge or series of charges to be made to another account as contemplated in section 124(2) must be given to the consumer in writing five business days before the charge, or first charge of the series, will be made, in Form 27 and must include the following information:

- (a) a reference to the written direction by the consumer authorising the charge or series of charges, as contemplated in sections 124(1) and 90(2)(n) of the Act;
- (b) the account against which the charge or series of charges will be made;
- (c) the obligation that the charge or series of charges is intended to satisfy;
- (d) the account to which that obligation relates;
- (e) whether the charge is a single charge or a series of charges;
- (f) the amount or amounts of the charge, and the method of calculation; and
- (g) the date on which the charge or first charge in the series will be effected.

CHAPTER 5 INTEREST AND FEES

Part A Interpretation

Definitions

36. In this Chapter-

"capitalisation" means the inclusion of any interest, charges or fees as part of the amount deferred in terms of a credit agreement from the date on which such interest, fees and charges become due;

"short-term credit transaction" means a credit agreement in respect of a principal amount not exceeding R5 000.00 in terms of which the whole amount is repayable within a period not exceeding 4 months.

"unsecured credit transaction" means a credit transaction in respect of which the debt is not supported by any pledge or other right in property or suretyship or any other form of personal surety.

Part B General Stipulations

Interest calculation

37.(1) The rand amount of interest must be calculated according to the following formula:

$$(a) \quad Ri = \frac{\text{Deferred amount} \times \text{interest rate} \times \text{number of days from the date of capitalisation to date of payment}}{\text{Number of days in the year}}$$

(b) Where:

(i) Ri = Rand amount of interest

(ii) Deferred amount is the total amount owing by the consumer to the credit provider including the principal debt and any amounts due and payable by the consumer to

the credit provider in terms of section 101(l)(b) to (g) and section 102(l)(b) to (e) of the Act.

- (iii) The rate of interest must not exceed the maximum prescribed rate applicable to the category of credit agreement concerned,
- (2) The deferred amount will increase every time that a further amount of credit is advanced to the consumer, or when an amount of interest or fees falls due; and
- (3) The deferred amount will reduce every time when a payment is made into an account, or an amount is credited to an account.

Levying and capitalisation of interest and fees

- 38.(1) Initiation fees may be levied on the date stipulated in the agreement, but not earlier than the date of approval of the credit application;
- (2) Monthly service fees may be levied at the end of the month to which they relate;
- (3) Annual service fees may be levied at the earlier of -
- (a) the end of the year to which they relate, or an annual date specified in the contract, or
- (b) the termination of the agreement;
- (4) Transaction based service fees may be levied at the end of the month in which the transaction was made;
- (5) Interest may be calculated daily or otherwise periodically but may be capitalised only on the day on which the payment to which it relates is due and payable.

Part C

Other fees, costs and charges

Default Administration Charges

- 39, The credit provider may require payment by the consumer of default administration charges in respect of each letter necessarily written in terms of Part C of Chapter 6 of the Act equal to the amount payable in respect of a registered letter of demand in undefended action in terms of the Magistrates' Courts Act, 1944 in addition to any reasonable and necessary expenses incurred to deliver such letter.

Collection Costs

40. For all categories of credit agreement, collection costs may not exceed the costs incurred by the credit provider in collecting the debt -

(a) to the extent limited by Part C of Chapter 6 of the Act, and

(b) in terms of -

- (i) the Supreme Court Act, 1959,
- (ii) the Magistrates' Court Act, 1944,
- (iii) the Attorneys Act, 1979; or
- (iv) the Debt Collector's Act, 1998,

which ever is applicable to the court approached by the credit provider to enforce the credit agreement.

Other Charges

41. If the credit provider is entitled to charge an amount referred to in s102(1)(b) to (e) of the Act, the credit provider must not charge the consumer a higher price for any goods or services provided to or arranged for the consumer than the price charged by that credit provider for the same or substantially similar goods or services provided or arranged in the ordinary course of business on the basis of a cash transaction.

*Part D**Interest applicable to different products***Maximum rates of interest**

42. The following maximum rates of interest will apply:

Table A:

Category of credit agreement	Interest rate	Maximum amount
Mortgage agreements	$(RR \times 1.3) + 5\%$	(a) R1,000 per credit agreement, plus, 5% of the amount of the credit agreement in excess of R10,000 (b) But never to exceed R5,000.
Credit facilities	$(RR \times 1.3) + 10\%$	(a) R150 per credit agreement, plus, 5% of the amount of the credit agreement in excess of R1,000 (b) But never to exceed R500.
Unsecured credit transactions	$(RR \times 1.3) + 20\%$	(a) R150 per credit agreement, plus, 5% of the amount of the credit agreement in excess of R1,000 (b) But never to exceed R500.
Developmental credit agreements		

	for the development of a small business	$(RR \times 1.3) + 20\%$	a) R250 per credit agreement, plus, 5% of the amount of the credit agreement in excess of R1,000 (b) But never to exceed R2,500.
	for low income housing (unsecured)	$(RR \times 1.3) + 20\%$	a) R500 per credit agreement, plus, 5% of the amount of the credit agreement in excess of R1,000 (b) But never to exceed R2,500.
Short term loans		48% (4% pm)	a) R150 per credit agreement, plus, 5% of the amount of the credit agreement in excess of R1,000 (b) But never to exceed R350.
Other credit transactions		$(RR \times 1.3) + 10\%$	a) R150 per credit agreement, plus, 5% of the amount of the credit agreement in excess of R1,000 (b) But never to exceed R500.

Where,

C%. indicates the maximum annual rate of interest that may be charged on the particular type of credit agreement;

- " " - RR indicates the reference rate, being the ruling SA Reserve Bank Repurchaser Rate, as at the time that the credit agreement is entered into;

Supplementary conditions on the application of the maximum initiation fee

43 The following supplementary conditions shall apply on the application of the maximum initiation fee:

- (1) An initiation fee may be charged at the registration of an replacement mortgage in respect of a transfer from one credit provider to another, without there being a transfer of ownership of the mortgaged property, only if-
 - (i) the transfer is done at the request of the consumer; and
 - (ii) the levying of the fee and the amount of the fee has been disclosed to the consumer by the acquiring credit provider before the consumer has agreed to the transfer.
- (2) No initiation fee may be charged on loans as envisaged in section 101(2).
- (3) Initiation fee may never exceed 15% of the loan amount.

Maximum service fee

44. The **maximum** monthly service fee, prescribed in terms of Section 105(1), is R50.
- (1) Where the period to which a service fee relates is shorted than a calendar month, the limit on the service fee must be reduced in proportion to the length of period to which it relates.
 - (2) Where an annual service fee is levied, the applicable limit will be the monthly limit on the service fee multiplied by 12.
 - (3) If a service fee is charged on a transaction basis, or on a combination of periodic and transaction bases, the total of those fees may not exceed the monthly or annual limit.

Periodic review of limitation on fees and interest rates

45. The National Credit Regulator must -
- (a) perform a review of interest rates and cost factors at intervals of no more than 3 years and advise the Minister of any changes that may be required;
 - (b) consider any factors that may indicate that competition is not effective in any category of credit providing and advise the Minister either to:
 - (i) refer such a category to the Competition Commission for an investigation; or
 - (ii) set limits at a lower *level*, reflective of the finding that competition is not effective in constraining pricing.
 - (c) when making recommendation to the Minister in terms of this regulation, consider:
 - (i) ruling interest rates and fees on unsecured personal loans;
 - (ii) cost of providing such loans; and
 - (iii) level of competition on the price of such loans.

CHAPTER 6

DISPUTE RESOLUTION

Failed alternative dispute resolution

- 46 If an alternative dispute resolution agent fails to resolve a dispute as envisaged in section 134(5), a certificate in Form 28 must be completed by the alternative dispute resolution agent.

Initiating a complaint to the National Credit Regulator

- 47(1) A consumer may lodge a complaint against a credit provider by:
- (a) submitting a completed Form 29 to the National Credit Regulator by fax, mail or e-mail; or
 - (b) contacting the National Credit Regulator telephonically;
- (2) Telephonic and e-mail originated complaints may be lodged only by the complainant, not by another person on behalf of the complainant.
- (3) If a person completes and submits Form 29 on behalf of complainant, the complaint must be accompanied by a written consent signed by the complainant.
- (4) A third party may act on behalf of a complainant only if the complainant has consented in writing.
- (5) A consent contemplated in sub-regulation (4) must contain the following:
- (a) name of the third party;
 - (b) name of the credit provider;
 - (c) date of signing of the agreement to which the complaint relates; and
 - (d) details of the complaint.

Initiating applications to Tribunal

48. An application initiated by the National Credit Regulator to the Tribunal in terms of section 137 must be in Form 30 and accompanied by -
- (a) the documents specified in Form 30; and
 - (b) any additional information that the Tribunal considers appropriate in the circumstances.

Notice of non-referral

49. A notice of non-referral issued in terms of sections 139(1)(a) or 140(1)(a) of the Act must be in Form 31.

Application for referral to a different consumer court or the Tribunal

50. An application to the Tribunal for an order that a matter be referred to a different consumer court or to the Tribunal in terms of section 140(4) of the Act must be in Form 32 and accompanied by -

- (a) the documents specified in Form 32; and
- (b) any additional information that the Tribunal considers appropriate in the circumstances.

Referral to the Tribunal

51.(1) An application to the Tribunal for an order in terms of section 141(2) of the Act must be in Form 33 and accompanied by -

- (a) the documents specified in Form 33; and
- (b) any additional information that the Tribunal considers appropriate in the circumstances.

(2) A referral to the Tribunal, whether by the National Credit Regulator in terms of section 140(1) of the Act or by a complainant in terms of subsection 141(1), must be in Form 32.

Chapter 7

RECORD KEEPING AND REGISTERS

Part A

Record-keeping

Records of registered activities

52.(1) In addition to any records that must be kept in terms of the Act, a registrant must maintain the following records relating to its registered activities in a register, which register may be kept in electronic format:

- (a) Applications for debt review;
- (b) Reasons for rejection of credit.

- (2) Records that are required to be maintained in terms of the Act must be -
 - (a) maintained in paper or electronic format;
 - (b) readily accessible for a period of three years, subject to regulation 53.
- (3) A record that is kept in electronic format must be reproduced in paper form within a period of five business days after a request by the National Credit Regulator.
- (4) If a person has appointed a third party to maintain the person's records, as required by this Act -
 - (a) that appointment does not absolve that person of any responsibility to maintain the records in accordance with the Act; and
 - (b) that person must ensure that any records maintained by the third party will be available without any undue delay.

Time for keeping records of credit applications and agreements

53. The records required to be kept in terms of section 170 must be maintained for three years -
- (a) from the date of termination of the credit agreement; or
 - (b) in the case of an application for credit that is refused or not granted for any reason, from date of receipt of the application.

Part B ***Registers***

National record of registration

- 54.(1) The register maintained by the National Credit Regulator as required in terms of section 53 must include the following information as set out in Form 34:
- (a) the registrant's registration number with the National Credit Regulator
 - (b) the registrant's full name
 - (c) the registrant's trading name, if applicable
 - (d) the registrant's identity number or registration number
 - (e) the activities which the registrant is permitted to engage in
 - (f) date of registration
 - (e) conditions of registration, if any
 - (f) whether the registration has been altered, and details thereof, if applicable
 - (g) the registrant's contact details, including:
 - (i) physical address;
 - (ii) telephone number;

- (iii) fax number;
 - (iv) e-mail address;
 - (v) contact person
- (2) The National Credit Regulator must maintain a register of all persons whose registration has been cancelled, which register must include the following information:
- (a) the person's registration number with the National Credit Regulator
 - (b) the person's full name
 - (c) the person's trading name, if applicable
 - (d) the person's identity number or registration number;
 - (e) date of registration
 - (f) date of cancellation of registration
 - (g) reasons for cancellation of registration
 - (h) any conditions of registration, if applicable
 - (i) whether the registration had been altered, and details thereof, if applicable; and
 - (j) the person's contact details, including
 - (i) physical address;
 - (ii) telephone number;
 - (iii) fax number;
 - (iv) e-mail address; and
 - (v) contact person.
- (3) The National Credit Regulator must permit any person to inspect the registers, whether at the office of the National Credit Regulator, or on its website, at no cost.
- (4) Any person may obtain copies of permitted information as provided for in section 14(c)(ii) upon completing Form 35 and making payment of the fees set out in Schedule 2.

Register of marketing options

- 55.(1) The register maintained by a credit provider as required in terms of section 74 (7) must contain the following records as set out in Form 36:
- (a) the consumer's name and account number;
 - (b) the consumer's contact details;
 - (c) the options selected by the customer; and
 - (d) the date upon which the consumer selected the options;

- (2) The register must be maintained in written or electronic format, provided that the format is accessible for inspection by the National Credit Regulator;
- (3) The records contained in the register must be maintained in the register until the consumer account is closed;
- (4) If the consumer re-elects any of the options provided for in section 74(6), the records of earlier selections may not be retained.

Register of Agents

56.(1) The register maintained by a credit provider as required in section 163(1) (c) must reflect the following records as set out in Form 37:

- (a) the name of the agent;
 - (b) the identity number of the agent, alternatively CIPRO or other official registration number;
 - (c) the date of appointment of the agent; and
 - (d) a description of the activities which the agent is authorised to conduct.
- (2) The register must be maintained in written or electronic format, provided that the format is accessible for inspection by the National Credit Regulator.
- (3) If an agent's appointment has been terminated, the credit provider must:
- (a) retain the records relating to that agent for a period of not less than 12 months from the date of termination of appointment;
 - (b) allow the public to have access to that records either by way of an internet enquiry or as a printed electronic list to be mailed on enquiry;
 - (c) ensure that the reason for termination is stated on the record.

Identity card of agents

57. An identification card provided to an agent in terms of section 163(2) of the Act must be in Form 38.

CHAPTER 8

COMPLIANCE AND REPORTING

Part A

Credit provider compliance reports

Statutory Reporting

- 58.(1) A credit provider must submit the following to the National Credit Regulator -
- (a) Compliance Report
 - (b) Quarterly Statistical Return
 - (c) Annual Statistical Return
 - (d) Annual Financial and Operational Return
 - (e) Assurance Review
- (2) Any information that is required to be reported to the National Credit Regulator must be accurate and complete, and must fairly present the activities and status of the credit provider.
- (3) Any financial information that is required to be reported to the National Credit Regulator must be prepared in accordance with generally accepted accounting practice or meet the prescribed reporting requirements.
- (4) If requested by the National Credit Regulator, an analysis of any item contained in the forms prescribed in these regulations must be furnished to the National Credit Regulator within 20 business days after such request

Compliance Report

- 59.(1) A credit provider must complete and submit a compliance report to the National Credit Regulator on an annual basis within 6 months after the financial year-end of the credit provider;
- (2) The National Credit Regulator must issue guidelines on the format and contents of the report.

Statistical Return

- 60.(1) A credit provider whose annual disbursements exceed R 15 million (or per fee category) must complete and submit the statistical return in Form 39 to the National Credit Regulator in respect of the quarters and by the due dates set out in the table below;
- (2) All other credit providers must complete and submit the statistical return in Form 39 to the National Credit Regulator by the 15th of February each year for the period 1 January to 31 December.

Quarters	Reporting period	Due Date for Statutory Reporting
Quarter 1	1 January - 31 March	15 May
Quarter 2	1 April - 30 June	15 August
Quarter 3	1 July - 30 September	15 November
Quarter 4	1 October - 31 December	15 February

Annual Financial Statements

61. A credit provider must submit its annual financial statements including the auditor or accounting officer's report to the National Credit Regulator, within 6 months after the credit provider's financial year-end;

Annual Financial and Operational Return

62. A credit provider must submit an annual financial and operational return in Form 40 to the National Credit Regulator, within 6 months after the credit provider's financial year-end.

Responsibility for Assurance Review

63. (1) A credit provider's auditor must conduct an assurance review in terms of regulation 64;
- (2) If a credit provider is not required by statute to appoint an auditor, the credit provider must appoint a member of one of the following professional bodies:
- (a) South African Institute of Chartered Accountants (SAICA)
 - (b) Commercial and Financial Accountants (CFA)
 - (c) South African Institute of Secretaries and Administrators (ICSA)
 - (d) Institute of Administration and Commerce (IAC)
 - (e) Chartered Institute of Management Accountants (CIMA),
- to report on the credit provider's financial statements and to conduct the assurance review in terms of Regulations 64.

Assurance Review

- 64.(1) A person appointed in terms of regulation 63 must perform an assurance review and issue a report based on that person's findings with regard to compliance with the Act over the review period.

- (2) A credit provider must submit the report contemplated in (1) to the National Credit Regulator within 6 months after the credit provider's financial year-end.
- (3) The report contemplated in (1) must comment on the compliance of the credit provider with the National Credit Act;
- (4) The National Credit Regulator must issue guidelines in respect of -
 - (a) the procedures which the person must follow in performing such assurance review, and
 - (b) the format and content of the report which must be compiled based on the review.

Part B

Debt counsellor compliance reports

Annual compliance report and statistical return by debt counsellor

- 65.(1) A compliance report submitted by a registered debt counsellor must be submitted in Form 41 to the National Credit Regulator by the 15th of February each year for the period 1 January to 31 December.
- (2) Statistical returns submitted by a registered debt counsellor must be submitted in Form 42 to the National Credit Regulator by the due dates as set out in the Table below:

Quarters	Reporting period	Due Date for Statutory Reporting
Quarter 1	1 January - 31 March	15 May
Quarter 2	1 April - 30 June	15 August
Quarter 3	1 July - 30 September	15 November
Quarter 4	1 October-31 December	15 February

Part C

Credit bureau compliance reports

Annual compliance report by credit bureau

- 66.(1) A compliance report submitted by a registered credit bureau in terms of section 52(6) must be submitted in Form 43 to the National Credit Regulator within 90 business days after the credit bureau's financial year-end;
- (2) The compliance report must address the following matters in addition to those matters set out in section 52(6):

- (a) the adequacy of operational resources, procedures employed and systems in place to ensure that the credit bureau-
 - (i) accepts the filing of consumer credit information from credit providers on payment of the credit bureau's filing fee, if any;
 - (ii) accepts without charge the filing of consumer credit information from the consumer concerned for the purpose of correcting or challenging information otherwise held by that credit bureau concerning that consumer;
 - (iii) complies with prescribed retention periods;
 - (iv) maintains its records of consumer credit information in a manner that satisfies the prescribed standards;
 - (v) promptly expunges from its records any prescribed consumer information, that, in terms of the regulation is not permitted to be entered in its records or is required to be removed from its records;
 - (vi) takes reasonable steps to validate the accuracy of any consumer credit information reported to it, rectifies such data and ensures that the inaccurate data is not repeatedly reflected on the credit bureau;
 - (vii) conducts business in compliance with the Act and these Regulations;.
 - *(viii) certifies that the consumer credit information is only used for the prescribed purposes as set in Regulation 16(4).

Quarterly synoptic report by credit bureau

67.(1) A credit bureau must submit a quarterly report on:

- (a) The total number of complaints received;
- (b) The nature of the complaint, classified as defined by the National Credit Regulator;
- (c) Number of complaints that were found to be valid, partially valid and invalid, respectively;
- (d) Number of complaints resolved and outstanding; and
- (e) The nature and validity of complaints, in categories such as:
 - (i) inaccurate or incorrect information
 - (ii) insufficient or incomplete information
 - (iii) outdated information

- (iv) double listing
- (v) incorrect merging of information
- (vi) consumer withdrew complaint

(2) In terms of section 70(5) of the Act, a registered credit bureau must submit to the National Credit Regulator periodical synoptic reports in Form 44 in respect of the quarters and by the due dates set out in the table below:

Quarters	Reporting period	Due Date for Reporting
Quarter 1	1 January - 31 March	15 May
Quarter 2	1 April - 30 June	15 August
Quarter 3	1 July - 30 September	15 November
Quarter 4	1 October - 31 December	15 February

PartD

Insurers' Periodic Synoptic Report

Submission of periodic synoptic report by insurers

68 Submission of period synoptic reports by insurers shall be done by completing Form 45 and submitting it to the National Credit Regulator

Chapter 9

TRANSITIONAL PROVISIONS

General preservation of regulations, rights, duties, notices and other instructions

69. A registration issued in terms of section 15A of the Usury Act, 1968 (Act No. 73 of 1968) remains valid until the anniversary of the registration next following the effective date.

Chapter 10

PRESCRIBED FORMS

Forms

70. Forms prescribed for purposes of these Regulations are set out in Annexure A to the Regulations.

Use of Forms

- 71.(1) If a prescribed form of words or expression is used in conjunction with other information in a document, the document must be designed in such a manner that the prescribed form of words or expression are:
- (a) clearly distinguishable from the other information in that document; and
 - (b) at least as prominent, in respect of size and legibility, as the other information in that document.
- (2) If a prescribed form is used in conjunction with another prescribed form, each must clearly be distinguishable from the other.
- (3) A registrant may include its logo or letterhead on a prescribed Form, subject to sub-regulation (4).
- (4) If a form of document is prescribed by these regulations -
- (a) it is sufficient if a person required to prepare such a document does so in a form that satisfies all the substantive requirements as to content and design of the prescribed form; and
 - (b) any deviation from the prescribed form does not invalidate the document unless the deviation -
 - (i) fails to satisfy the requirements set out in paragraph (a);
 - (ii) negatively affects the substance of the document; or
 - (iii) is deceptive or misleading.

Electronic submission of Forms

72. Any Form that has to be submitted to the National Credit Regulator may be submitted electronically.

Schedule 1

PRESCRIBED FORMS

Form No.	Section	Description
1	4(1 Xd)	Application for approval by the Minister
2	45(1)	Application for registration as credit provider
3	41(1)	Application for supplementary registration
4	44(1)	Application for registration as debt counsellor
5	43(1)	Application for registration as credit bureau
6	47(3)(a)	Notice when registrant becomes disqualified
7	48(3)	National Credit Regulator imposing conditions of registration
8	49(1 Ha)	Registrant requesting new conditions
9	52(1)	Certificate of registration
10	58	Notice to cancel
11	25(1 Hb)	Certificate to inspectors / investigators
12	54(1)	Notice of non-compliance to unregistered entities
13	55(1)	Compliance notice to registrants
14	56(1)	Objection notice
15	78(2)	Reporting to National Credit Regulator on loans excluded from reckless provisions
16	86(1)	Application for debt review
17	86(4)(b)	Notification to credit provider by debt counsellor
18	86(9)	Application to court for debt review
19	71(2)(b)(i)	Clearance certificate
20	92(1)	Small agreement quotation
20	92(1)	Pre-agreement statement for small agreements
20	92(2)(b)	Intermediate and Large agreement quotation
20	93(2)	Small agreement
21	106(5)(b>	Disclosure to consumer in respect of insurance
22	106(6)(a)	Authorisation by consumer to credit provider in respect of insurance
23	106(6)(b)	Notification to insurer by consumer
24	97(2)	Notification of change to credit provider
25	97(3)	Notification of change
26	109(2)	Statement of account for small agreements
27	124(2)	Notice of charge to other account to consumer by credit provider
28	134(5)	Failed Alternative Dispute Resolution certificate
29	136(1)	Complaint form
30	137(1)	Application by National Credit Regulator to National Consumer Tribunal
31	139(1)(a)	Notice of non-referral
32	140(4)	Application to National Consumer Tribunal
33	141(2)(a)	Application to National Consumer Tribunal
34	53(1)	National Credit Regulator's register of registrant
35	14(c)(ii)	Request for info in registries
36	74(7)(a)	Register of marketing selection made by consumer
37	163(2)(b)	Register of Agents
38	163(2)(a)	Agents' Identity card
39		Credit provider's statistical return
40		Credit provider's annual financial and operational return
41		Compliance return for debt counselors

42		Statistical return for debt counselors
43		Credit bureaus' annual compliance
44	70(5)(a)	Credit bureaus' synoptic report
45	16(2)(a)	Insurers' periodic synoptic report

Schedule 2**PRESCRIBED FEES**

1. A fee charged by a credit bureau in respect of a credit record may not exceed R20.00;
2. An application fee charged by a debt counsellor to a consumer when applying for debt restructuring may not exceed R20.00;
3. The following fees may be charged by the National Credit Regulator in respect of copies of documents requested:
 - (a) For every photocopy of an A4 size page, or part thereof, R1 .50.
 - (b) For every printed copy of an A4 size page, or part hereof, R1.00.
 - (c) For a copy of the register in CD format, R70.00.
 - (d) If applicable, the cost incurred by the National Credit Regulator in respect of postage.
4. A fee of R250.00 will be charged in respect of copies of registration certificates.
5. The fees listed in items 1- 4 are subject to an annual increase on each successive anniversary of the effective date, based on the inflation rate.
6. The fee payable by a registrant in respect of an application for review of conditions of registration as envisaged in regulation 6, is R1 000.00 per application.

GENERAL NOTICE**DEPARTMENT OF TRADE AND INDUSTRY****NOTICE XXX OF 2006****NATIONAL CREDIT ACT, 2005 (ACT NO. 34 OF 2005)****Determination of Thresholds**

In terms of sections 7(1), 10(1) and 42(1) of the National Credit Act, 2005 (Act No. 34 of 2005) I, Mandisi Mpahlwa, Minister of Trade and Industry, do hereby make the determination of thresholds as set out in the schedule hereto.

SCHEDULE**1. Definitions**

In this Notice-

"GAAP" means generally accepted accounting practice; and

"the Act" means the National Credit Act, 2005 (Act No. 34 of 2005) and the Regulations made under the Act.

2. Threshold required in terms of sections 7(1)(a)

(1) The threshold required to be determined in terms of section 7(1)(a) of the Act is:

- (a) The combined annual turnover of all related juristic persons, at the time the agreement is made, equals or exceeds R1 000 000.00; or
- (b) The combined asset value of all related juristic persons, at the time the agreement is made, equals or exceeds R1 000 000.00.

(2) For the purposes of section 7(1)(a) of the Act, the assets and the turnover of a juristic person in, into or from the Republic, must be calculated in accordance with Annexure "A".

3. Threshold required in terms of section 7(1)(b)

(1) The lower threshold required to be determined in terms of section 7(1)(b) of the Act is R15 000.00.

(2) The higher threshold required to be determined in terms of section 7(1)(b) of the Act is R250 000.00.

(3) The provisions of the Act in respect of a small agreement apply if the credit limit under a credit facility or principal debt under any other credit transaction falls below the lower threshold.

(4) The provisions of the Act in respect of an intermediate agreement apply if the credit limit under a credit facility or principal debt under any other credit transaction -

(a) equals or exceeds the value of the lower threshold; but

(b) falls below the value of the higher threshold.

(5) The provisions of the Act in respect of a large agreement apply to a credit transaction if the principal debt under such transaction equals or exceeds the higher threshold.

4. Threshold required in terms of section 10(1)

The threshold required to be determined in terms of section 10 (1)(b)(i) of the Act is determined as follows:

(a) The principal debt under any credit agreement between a credit co-operative as credit provider and a member of a credit co-operative as consumer, to qualify as a developmental credit agreement, may not exceed R15 000.00

5. Threshold required in terms of section 42(1)

The threshold required to be determined in terms of section 42(1) of the Act is determined as follows:

(a) The total principal debt owed to a credit provider under all outstanding credit agreements, other than incidental credit agreements exceeds R500 000.00

Annexure "A"**METHOD OF CALCULATION****1. Generally accepted accounting practices apply**

The assets, and the turnover, of a juristic person must be calculated in accordance with GAAP, subject only to the provisions of this Notice.

2. Valuation of Assets

(1) The asset value of a juristic person at any time is based on the gross value of the juristic person's assets as recorded on the juristic person's balance sheet for the end of the immediately preceding financial year, subject to sub-items (2) and (3).

(2) For greater certainty in applying sub-item (1)-

- (a) the asset value equals the total assets less any amount shown on that balance sheet for depreciation or diminution of value;
- (b) the combined assets include all assets on the balance sheets of the juristic persons concerned, including any goodwill or intangible assets included in their balance sheets;
- (c) no deduction may be taken for liabilities or encumbrances of the juristic person;
- (d) assets in the Republic includes all assets arising from activities in the Republic.

(3) If, between the date of the financial statements being used to calculate the asset value of a juristic person, and the date on which that calculation is being made, the juristic person has acquired any subsidiary company, associated company or joint venture not shown on those financial statements, or divested itself of any subsidiary company, associated company or joint venture shown on those financial statements -

- (a) The following items must be added to the calculation of the juristic person's asset value if these items should, in terms of GAAP, be included in the juristic person's asset value:
 - (i) the value of those recently acquired assets; and
 - (ii) any asset received in exchange for those recently divested assets.

- (b) The following items may be deducted in calculating the juristic person's asset value if these items were included in the juristic person's asset value:
 - (i) the value of those recently divested assets at the date of their divestiture; and
 - (ii) any asset that was shown on the balance sheet and was subsequently used to acquire the recently acquired asset.

3. Calculation of annual turnover

(1) The annual turnover of a juristic person at any time is the gross revenue of that juristic person from income in, into or from the Republic, arising from the following transactions and events as recorded on the juristic person's income statement for the immediately preceding financial year, subject to sub-items (2), (3) and (4):

- (a) the sale of goods;
- (b) the rendering of services; and
- (c) the use by others of the juristic person's assets yielding interest, royalties and dividends.

(2) For greater certainty in applying sub-item (1)-

- (a) when calculating turnover the following amounts may be excluded:
 - (i) any amount that is properly excluded from gross revenue in accordance with GAAP.;
 - (ii) taxes, rebates, or any similar amount calculated and paid in direct relation to revenue, as for example, sales tax, value added tax, excise duties, and sales rebates, may be deducted from gross revenue;
- (b) revenue excludes gains arising from non current assets and from foreign currency transactions; and
- (c) for banks and insurance firms revenue includes those amounts of income required to be included in an income statement in terms of generally accepted accounting practice, but excluding those amounts noted in 3(2)(c).

(3) If, between the date of the most recent financial statements being used to calculate the turnover of a juristic person, and the date on which that calculation is being made, the juristic person has acquired any subsidiary company, associated company or joint venture not shown on those financial statements, or

divested itself of any subsidiary company, associated company or joint venture shown on those financial statements -

- (a) the turnover generated by those recently acquired assets must be included in the calculation of the juristic person's turnover if this turnover should in terms GAAP. be included in the turnover of the juristic person; and
- (b) the turnover generated by those recently divested assets in the immediately previous financial year may be deducted from the juristic person's turnover if this turnover was included in the turnover of the juristic person.

(4) If the financial statements used as a basis for calculating turnover or the turnover included in terms of sub-item 3(a) are for more or less than 12 months, the values recorded on those statements must be pro-rated to the equivalent of 12 months.

4. Combined valuation of firms

(1) If the juristic person is a subsidiary of a group of companies as contemplated in the Companies Act, 1973 (Act No. 61 of 1973) for the purposes of calculations required in terms of this notice -

- (a) the combined assets of the juristic person that are part of that group, and the combined turnover of those juristic person, must be consolidated;
- (b) the consolidated assets and turnover of the group are to exclude turnover or assets arising as a result of transactions by one part of the group with another part of the same group.

5. Form of financial statements

Financial statements used as a basis for calculating assets or turnover of a juristic person-

- fa) must be the juristic person's audited financial statements, if -
 - (i) in terms of any law, the juristic person is required to produce such statements; or
 - (ii) the juristic person has audited statements for the relevant period; and
- (b) otherwise, must be prepared in accordance with GAAP.

NATIONAL CREDIT REGULATOR

APPLICATION FOR APPROVAL BY THE MINISTER IN TERMS OF SECTION 4(1)(d) OF THE NATIONAL CREDIT ACT

Name of Applicant.....
Address of Applicant.....
TelNumber.....
Name of Credit Provider.....
Address of Credit Provider.....
.....Code:(.....)

To The Minister of Trade and Industry

Address.....
.....Code:(.....)

I, the above mentioned Applicant.....hereby request approval from
the Minister of Trade and Industry to exempt the proposed credit agreement to be entered into between myself and the
abovementioned credit provider located outside of the Republic of South Africa.

A copy of the proposed agreement is attached hereto as "A", {attach copy of agreement to be signed}.

Signed at [place].....on this [day].....of (month).....2006.

Signature.....

Full Name of Signatory.....

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR REGISTRATION AS A CREDIT PROVIDER IN TERMS OF SECTION 40

General information

The applicant must pay the prescribed fees to the National Credit Regulator as set out below;

(Still under consideration by National Treasury)

The application form, fees and documentation must be submitted to the National Credit Regulator at the following address:

.....

.....

.....

.....

APPLICATION PART 1 - REGISTER AS A CREDIT PROVIDER

Instructions:

16. In terms of section 63 of the Act, a credit provider must make a submission to the National Credit Regulator to make documents available to consumers in at least 2 official languages. If you propose to use the same official languages throughout the Republic complete 16.1. If you choose to use different official languages for different parts of the Republic please complete 16.2.

17. Information under 17 must only be completed in the event of the applicant simultaneously applying for supplementary registration.

1. Name of applicant

2. Trading name of applicant

3. Legal Status

3.1 Individual

3.2 Trust

3.3 Private Company

3.4 Public Company

3.5 Partnership

3.6 Close Corporation

3.7 Co-operative

3.8 Other Specify J.

4. CIPRO/other official registration number

5. Date of commencement of trading

6. Financial Year-End

7. Income Tax registration number

8. VAT registration number

9. Which, if any, other regulated activity does the applicant engage in?

9.1 Banking

9.2 Insurance

9.3 Debt Collectors

9.4 Financial Advisory

9.5 Other (specify)

10. Contact detail of the Applicant

Physical Address

.....

.....Postal Code.....

Postal Address

.....Postal Code.....

Telephone number ()

Fax number ()

Cell phone number ()

e-mail address (if applicable)

11. Contact person

Title.....

Name and initials

Surname

Telephone number (office) ()

Cell phone number ()

e-mail address (if applicable)

12. Auditor / Accounting Officer

Name of Firm

Postal Address

.....Postal Code.....

Physical Address

.....

.....Postal Code.....

Name of Auditor or Accountant

Telephone number ().....

FaxnumberC).....

e-mail address (if applicable).....

Practice number.....

Name of professional body.....

registered with.....

13. Compliance Officer (if applicable)

Name of Compliance Officer.....

Telephone number ().....

Faxnumber().....

e-mail address.....

IC external compliance officer, name of firm.....

Postal Address.....

Postal Code.....

14. Products

14.1 Mortgage agreements.....

14.2 Credit facilities.....

14.3 Unsecured credit transactions.....

14.4 Vehicle finance.....

14.5 Clothing retail.....

14.6 Furniture retail.....

14.7 Pawnbroking.....

14.8 Developmental Credit.....

14.10 Other products, specify.....

15. Which of the following ancillary financial products does the Applicant sell in conjunction with its credit products?

15.1 Life Insurance.....

15.2 Funeral cover.....

15.3 Credit life Insurance.....

15.4 Short term, insurance.....

15.5 Other, specify.....

16. Submission regarding official languages to be used by credit provider as required in section 63(2)(a)

Reflect the code in relation to each of the area in which the lender operates, (see list of codes on last page)

Area

Code:.....

1st Language:.....

2nd Language:.....

16.1

16.2

16.3

16.4

16.5

17- Compliance with section 48(l)(a) and (b) of the National Credit Act.

17.1 Please indicate the Applicant's commitments, if any, made with regard to the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) (add additional pages if required).....

.....

.....

17.2 Please indicate the Applicant's commitments, if any, made with regard to the combating of over-indebtedness (add additional pages if required).....

.....

.....

18. Developmental Credit: Section 41 of the Act.

18.1 If this application includes an application for supplementary registration to provide developmental credit, please state which of the following types of developmental credit will be provided:

18.1.1 Co-operative loans to members

18.1.2 Educational Credit

18.1.3 Small Business Credit

18.1.4 Low Income Housing Credit

18.1.5 Other, specify.....

18.2 Human, financial and operational resources.....

In a separate document to be attached to the supplementary registration form, either:

(a) explain in detail why the credit provider believes that its human, financial and operational resources are sufficient to enable the applicant to function efficiently and effectively carry out its function in terms of the Act, or

(b) present a credible plan to the National Credit Regulator to acquire or develop sufficient human, financial and operational resources to enable the applicant to function efficiently and effectively carry out its function in terms of the Act

18.3 Administrative Procedures

In a separate document to be attached to the supplementary registration form, either:

- (a) explain in detail why the credit provider believes that it has adequate administrative procedures and safeguards to justify the application of statutory exceptions from this Act, or
- (b) present a credible plan to the National Credit Regulator to develop adequate administrative procedures and safeguards to justify the application of statutory exceptions from this Act before entering into any developmental credit agreement.

18.4 In a separate document to be attached to the supplementary registration form, indicate what measures have been, put in place / will be put in place to ensure that credit extended to consumers will be used for developmental purposes only

PART 2 - FINANCIAL INFORMATION

The following financial information must reflect the value of credit agreements as defined in the National Credit Act. It should exclude credit agreements to which the Act does not apply as indicated in Section 4: Application of the Act.

Net value of loan book as at the end of the most recent financial year end

Total number of credit agreements that made up the loan book as at the end of the most recent financial year

Total value (principal debt) of credit agreements entered into during the most recent financial year

Total number of credit agreements entered into during the most recent financial year.

PART 3 - MEMBERS, DIRECTORS, TRUSTEES, PARTNERS AND GENERAL MANAGERS OF THE APPLICANT

1. Does the Applicant or any natural person exercising general management or control whether alone or in conjunction with others, hold a controlling interest in any of the following businesses:

A credit bureau	Yes	No
A debt collection agency	Yes	No
An alternative dispute resolution agent	Yes	No
A credit repair agency	Yes	No

2. If the answer to any of the above is "yes", please provide details:

.....

PART 4 - DISQUALIFICATION OF NATURAL PERSONS

THE APPLICANT NEED NOT COMPLETE THIS PART IN THE CASE WHERE THE APPLICANT IS A BANK AS DEFINED IN THE BANKS ACT 1990, ACT NO 94 OF 1990,

THIS FORM MUST BE COMPLETED AND SIGNED IN RESPECT OF EACH NATURAL PERSON WHO EXERCISES GENERAL MANAGEMENT OR CONTROL OF THE APPLICANT, WHETHER ALONE OR IN CONJUNCTION WITH OTHERS. MAKE ADDITIONAL COPIES.

Name of natural person completing form:

Identity number:

Date:

NCR Form 2

Questions:

- | | | |
|---|-----|----|
| 1. Are you, as a result of a court order, listed on the register of excluded persons in terms of section 14 of the National Gambling Act, 2004 (Act no 7 of 2004) | Yes | No |
| 2. Are you subject to an order of a competent court holding you to be mentally unfit or disordered? | Yes | No |
| 3. Have you ever been removed from office on account of misconduct relating to fraud or the misappropriation of money, whether in the Republic or elsewhere? | Yes | No |
| 4. Have you ever been a director or member of a governing body of an entity at the time that such entity has been de-registered in terms of public regulation? | Yes | No |
| 5. Have you ever been a director or member of a governing body of an entity at the time that such entity has brought the consumer credit industry into disrepute? | Yes | No |
| 6. Have you ever been a director or member of a governing body of an entity at the time that such entity has acted with disregard for consumer rights generally? | Yes | No |
| 7. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of theft, fraud, forgery or uttering a forged document, perjury, or an offence under the Corruption Act, 1992 (Act No 94. of 1992), or comparable legislation of another jurisdiction and been sentenced to imprisonment without the option of a fine? | Yes | No |

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence.

- | | | |
|--|-----|----|
| 8. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of a crime involving violence against another natural person and been sentenced to imprisonment without the option of a fine? | Yes | No |
|--|-----|----|

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence.

- | | | |
|---|-----|----|
| 9. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of an offence in terms of this Act, a repealed law or comparable provincial legislation and been sentenced to imprisonment without the option of a fine? | Yes | No |
|---|-----|----|

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence.

- | | | |
|---|-----|----|
| 10. I, the undersigned, hereby give permission to the SAPS Criminal Record Centre to furnish the National Credit Regulator or its authorised agents with my previous convictions and any relevant information in their possession, including any directions by the Court for my detention in a mental hospital or prison as well as any court order listing myself on the register of excluded persons in terms of the National Gambling Act, if any, in the form SAPS69. | Yes | No |
|---|-----|----|

I hereby indemnify the SAPS Criminal Record Centre, its employees, the National Credit Regulator, its agents and its employees and hold them harmless against any claims by myself or any other person that may arise out of or be connected with such disclosure as well as any legal costs, including attorney and client costs.

11. I certify that the information contained herein is true and correct.

Signature.....

PART 5 - BUSINESS PREMISES

THIS FORM MUST BE COMPLETED IN RESPECT OF ALL BUSINESS PREMISES FROM WHICH THE APPLICANT CONDUCTS / INTENDS TO CONDUCT THE BUSINESS OF A CREDIT PROVIDER. MAKE ADDITIONAL COPIES IF REQUIRED.

1. Total number of business premises.....

2. Information required per business premises

Trading name.....

Physical Address.....

.....

.....Postal Code.....

Contact person.....

Telephone number ().....

FaxnumberC).....

E-mail address.....

Trading name.....

Physical Address.....

.....

.....Postal Code.....

Contact person.....

Telephone number ().....

Fax number ().....

E-mail address.....

PART 6 - DECLARATION BY CREDIT PROVIDER

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator to enter any place at or from which the applicant conducts the registered activities during normal business hours, and to conduct reasonable inquiries for compliance purposes, including any act contemplated in section 156(1)(d) to (h) of the Act.

2. The applicant confirms that the information contained in this application is accurate and complete.

Date:.....

Capacity:.....

Signatory:.....

Duly authorized representative of Applicant.....

PART 7 - LIST OF ATTACHMENTS

Forms	Completed	No of forms attached
Part 1 - Application		
Part 2 - Financial Information		
Part 3 - Members, Directors, Trustees, Partners and General Management		
Part 4 - Disqualification of Natural Persons		
Part 5 - Business Premises		
Part 6 - Declaration by applicant		
Part 7 - list of attachments		
2. Certificate of CIPRO or other official registration		
3. Resolution authorising the signatory to sign the application form on behalf of the applicant		

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR SUPPLEMENTARY REGISTRATION IN TERMS OF SECTION 41 TO PROVIDE DEVELOPMENTAL CREDIT

General information

Only registered credit providers who wishes to provide developmental credit must complete this form;

The applicant must pay the prescribed fees to the National Credit Regulator as set out below:

(Still under consideration by National Treasury)

The application form, fees and documentation must be submitted to the National Credit Regulator at the following address:

PART 1 - BUSINESS INFORMATION

1. NCR registration number.....
2. Which of the following types of developmental credit will be provided?
 - 2.1 Co-operative loans to members.....
 - 2.2 Educational Credit.....
 - 2.3 Small Business Credit.....
 - 2.4 Low income Housing Credit.....
 - 2.5 Other, specify.....
3. Date of commencement of trading:.....
4. Human, financial and operational resources

In a separate document to be attached to the supplementary registration form, either:

- (a) explain in detail why the credit provider believes that its human, financial and operational resources are sufficient to enable the applicant to function efficiently and effectively carry out its function in terms of the Act, or
- (b) present a credible plan to the National Credit Regulator to acquire or develop sufficient human, financial and operational resources to enable the applicant to function efficiently and effectively carry out its function in terms of the Act

5. Administrative Procedures

In a separate document to be attached to the supplementary registration form, either:

- (a) explain in detail why the credit provider believes that it has adequate administrative procedures and safeguards to justify the application of statutory exceptions from this Act, or
 - (b) present a credible plan to the National Credit Regulator to develop adequate administrative procedures and safeguards to justify the application of statutory exceptions from this Act before entering into any developmental credit agreement.
6. In a separate document to be attached to the supplementary registration form, indicate what measures have been put in place / will be put in place to ensure that credit extended to consumers will be used for developmental purposes.

PART 2 - BUSINESS PREMISES CONDUCTING DEVELOPMENTAL CREDIT

THIS PART MUST BE COMPLETED IN RESPECT OF EACH BUSINESS PREMISES FROM WHICH THE APPLICANT IS/WIL BE CONDUCTING BUSINESS. MAKE ADDITIONAL COPIES IF REQUIRED.

1. Total number of business premises from which developmental credit is conducted

2. Information required per business premises

Trading name.....

Physical Address

.....

..... Postal Code

Contact person

Telephone number ()

Fax number ()

E-mail address.....

Trading name.....

Physical Address.....

.....

..... Postal Code

Contact person.....

Telephone number ()

Fax number ()

E-mail address.....

Trading name.....

Physical Address.....

.....

..... Postal Code

Contact person.....

Telephone number ()

Fax number ()

E-mail address.....

PART 6 - DECLARATION BY CREDIT PROVIDER

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator to enter any place at or Erora which the applicant conducts the registered activities during normal business hours, and to conduct reasonable inquiries for compliance purposes, including any act contemplated in section 156(l)(d) to (h) of the Act.
2. The applicant confirms that the information contained in this application is accurate and complete.

Date:

Capacity:

Signatory:

Duly authorized representative of Applicant

PART 7 - LIST OF ATTACHMENTS

Form previously submitted

Application Forms	Completed	No of forms attached
Part 1 - Business information of credit provider
Part 2 - Business Premises providing developmental credit
Part 3 - Declaration by applicant
Part 4 - List of attachments
2. Document - Human financial & operational resources		
3. Resolution authorising the signatory to sign the application form on behalf of the applicant		

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR REGISTRATION AS A DEBT COUNSELLOR IN TERMS OF SECTION 44

General information

The applicant must pay the prescribed fees to the National Credit Regulator as set out below:

(Still under consideration by National Treasury)

The application form, fees and documentation must be submitted to the National Credit Regulator at the following address:

PART 1 - PERSONAL INFORMATION

1. Name of applicant
 Tide Surname
 First name and initials
2. Identity number
3. Income Tax registration number
4. VAT registration number (if registered)
5. Contact details
 Physical Address

 Postal Code
 Postal Address
 Postal Code
 Telephone number ()
 Fax number ()
 Cell phone number ()
 e-mail address

PART 2 - EDUCATION fir EXPERIENCE

1. EDUCATION
 Qualification / Training
 Year achieved
 Institution that issued die qualification / certificate
2. EXPERIENCE
 Name of Employer
 Dates of employment
 Position held
 Responsibilities

PART 3 - DISQUALIFICATION OF NATURAL PERSONS

Name of natural person completing form

Identity number

Date

Questions:

1. Are you, as a result of a court order, listed on the register of excluded persons in terms of section 14 of the National Gambling Act, 2004 (Act no 7 of 2004) Yes No
2. Are you subject to an order of a competent court holding you to be mentally unfit or disordered? Yes No
3. Have you ever been removed from office on account of misconduct relating to fraud or the misappropriation of money, whether in the Republic or elsewhere? Yes No
4. Have you ever been a director or member of a governing body of an entity at the time that, such entity has been de-registered in terms of public regulation? Yes No
5. Have you ever been a director or member of a governing body of an entity at the time that such entity has brought the consumer credit industry into disrepute? Yes No
6. Have you ever been a director or member of a governing body of an entity at the time that such entity has acted with disregard for consumer rights generally? Yes No
7. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of theft, fraud, forgery or uttering a forged document, perjury, or an offence under the Corruption Act, 1992 (Act No 94. of 1992), or comparable legislation of another jurisdiction and been sentenced to imprisonment without the option of a fine? Yes No
If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence
8. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of a crime involving violence against another natural person and been sentenced to imprisonment without the option of a fine? Yes No
If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence
9. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of an offence in terms of this Act, a repealed law or comparable provincial legislation and been sentenced to imprisonment without the option of a fine? Yes No
If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence
10. Are you subject to debt re-arrangement as contemplated in section 86 and 87 of the Act? Yes No
11. Are you subject to an administration order as contemplated in section 74 of the Magistrates' Court Act, 1944 (Act No. 32 of 1944) Yes No
12. Are you engaged in, employed by or acting as an agent for a person that is engaged in -
 - 12.1 Debt collection Yes No
 - 12.2 Operation of a credit bureau Yes No
 - 12.3 Credit provision Yes No
- 13.1, die undersigned, hereby give permission to the SAPS Criminal Record Centre to furnish the National Credit Regulator or its authorised agents with my previous convictions and any relevant information in their possession, including any directions by the Court for my detention in a mental hospital or prison as well as any court order listing myself on the register of excluded persons in terms of the National Gambling Act, if any, in the form SAPS69.

I hereby indemnify the SAPS Criminal Record Centre, its employees, the National Credit Regulator, its agents and its employees and hold them harmless against any claims by myself or any other person that may arise out of or be connected with such disclosure as well as any legal costs, including attorney and client costs.

14.1 certify that the information contained herein is true and correct.

Consumer's signature

PART 4 - BUSINESS PREMISES

THIS FORM MUST BE COMPLETED IN RESPECT OF ALL BUSINESS PREMISES FROM WHICH THE APPLICANT CONDUCTS / INTENDS TO CONDUCT THE BUSINESS OF A DEBT COUNSELLOR.

MAKE ADDITIONAL COPIES IF REQUIRED.

1. Total number of business premises
2. Information required per business premises

.....
.....

Trading name

Physical Address

.....
.....Postal Code

Contact person

Telephone number ()

Fax number ()

E-mail address

Trading name

Physical Address

.....
.....Postal Code

Contact person

Telephone number ()

Fax number ()

E-mail address

PART 6 - DECLARATION BY DEBT COUNSELLOR

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator to enter any place at or from which the applicant conducts the registered activities during normal business hours, and to conduct reasonable inquiries for compliance purposes, including any act contemplated in section 156(1)(d) to (h) of the Act.
2. The applicant confirms that the information contained in this application is accurate and complete.

Date:

Capacity:

Signatory:

Duly authorized representative of Applicant

PART 6 - LIST OF ATTACHMENTS

Forms	Completed	No of forms attached
Part 1 - Personal Information
Pan 2 - Education and Experience
Pan 3 - Disqualification of Natural Persons
Part 4 - Business Premises
Pan 3 - Declaration by applicant
Part 6 - List of attachments

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR REGISTRATION AS A CREDIT BUREAU IN TERMS OF SECTION 43

PART 1 - BUSINESS INFORMATION

General information

The applicant must pay the prescribed fees to the National Credit Regulator as set out below:

(Still under consideration by National Treasury)

The application form, fees and documentation must be submitted to the National Credit Regulator at the following address:-

1. Name of applicant
2. Legal status.....
 - 2.1 Private Company.....
 - 2.2 Public Company.....
 - 2.3 Partnership.....
 - 2.4 Close Corporation.....
 - 2.5 Co-operative.....
 - 2.6 Trust.....
 - 2.7 Other (specify).....
3. CIPRO/other official registration number.....
4. Date of commencement of trading.....
5. Financial Year-End.....
6. Income Tax registration number.....
7. VAT registration. Tttimei.....
8. Contact detail of the Applicant.....
 - Physical Address.....
.....Postal Code.....
 - Postal Address.....
.....Postal Code.....
- Telephone number ().....
- Fax number ().....
- Website address (if applicable).....

9. Contact person.....

Title.....

Name and initials.....

Surname.....

Telephone number (office).....

Cell phone number.....

E-mail address (if applicable)

10 Auditor / Accounting Officer

Physical Address.....

..... Postal Code.....

Postal Address

..... Postal Code.....

11. Name of Auditor or Accountant.....

Telephone number ().....

Fax number()

E-mail address.....

Practice number.....

Name of professional body registered with

12. Compliance Officer (if applicable).....

Name of Compliance Officer.....

Telephone numberf).....

Fax number().....

E-mail address.....

If external compliance officer, name of firm

Postal Address.....

..... Postal Code.....

Name of professional accredited body

13. Type of business conducted

Receive reports of credit applications.....

Receive reports of credit agreements.....

Receive reports of payment history or patterns

Receive reports of personal financial information

Investigate credit applications.....

Investigate credit agreements.....

Investigate payment history or patterns.....

Investigate personal financial information

Compile and maintain data from such reports

12. Other business interests

Does the applicant conduct business as a credit provider?	Yes	No
Does the applicant conduct business as a debt collection agency?	Yes	No
Does the applicant conduct business as an alternative dispute resolution agent?	Yes	No
Does the applicant conduct business as a credit repair agency?	Yes	No

PART 2 - MEMBERS, DIRECTORS, TRUSTEES, PARTNERS AND GENERAL MANAGERS OF THE APPLICANT

1. Does the Applicant or any natural person exercising general management or control whether alone or in conjunction with others, hold a controlling interest in any of the following businesses:
- | | | |
|--|-----|----|
| | Yes | No |
|--|-----|----|

A credit provider

A debt collection agency

An alternative dispute resolution agent

A credit repair agency

2. If the answer to any of the above is "yes", please provide details:

PART 3 - DISQUALIFICATION OF NATURAL PERSONS

THIS FORM MUST BE COMPLETED AND SIGNED IN RESPECT OF EACH NATURAL PERSON WHO EXERCISES GENERAL MANAGEMENT OR CONTROL OF THE APPLICANT, WHETHER ALONE OR IN CONJUNCTION WITH OTHERS. MAKE ADDITIONAL COPIES.

Name of natural person completing form

Identity number

Date

Questions:

Yes

No

- | | | |
|---|-----|----|
| 1. Are you, as a result of a court order, listed on the register of excluded persons in terms of section 14 of the National Gambling Act, 2004 (Act No 7 of 2004) | Yes | No |
| 2. Are you subject to an order of a competent court holding you to be mentally unfit or disordered? | Yes | No |
| 3. Have you ever been removed from office on account of misconduct relating to fraud or the misappropriation of money, whether in the Republic or elsewhere? | Yes | No |
| 4. Have you ever been a director or member of a governing body of an entity at the time that such entity has been de-registered in terms of public regulation? | Yes | No |
| 5. Have you ever been a director or member of a governing body of an entity at the time that such entity has brought the consumer credit industry into disrepute? | Yes | No |
| 6. Have you ever been a director or member of a governing body of an entity at the time that such entity has acted with disregard for consumer rights generally? | Yes | No |
| 7. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of theft, fraud, forgery or uttering a forged document, perjury, or an offence under the Corruption Act, 1992 (Act No 94 of 1992), or comparable legislation of another jurisdiction and been, sentenced to imprisonment without the option of a fine? | Yes | No |

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon

- 8 Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of a crime involving violence against another natural person and been sentenced to imprisonment without the option of a fine? Yes No

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence.

- 9 Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of an offence in terms of this Act, a repealed law or comparable provincial legislation and been sentenced to imprisonment without the option of a fine? Yes No

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence.

- 10 I, the undersigned, hereby give permission to the SAPS Criminal Record Centre to furnish the National Credit Regulator or its authorised agents with my previous convictions and any relevant information in their possession, including any directions by the Court for my detention in a mental hospital or prison as well as any court order listing myself on the register of excluded persons in terms of the National Gambling Act, if any, in the form SAPS69

I hereby indemnify the SAPS Criminal Record Centre, its employees, the National Credit Regulator, its agents and its employees and hold them harmless against any claims by myself or any other person that may arise out of or be connected with such disclosure as well as any legal costs, including attorney and client costs

- 11 I certify that the information contained herein is true and correct

Signature

PART 4 - QUALIFICATION, COMPETENCE, KNOWLEDGE & EXPERIENCE

1. MINIMUM QUALIFICATION, COMPETENCE, KNOWLEDGE AND EXPERIENCE REQUIREMENTS

Employees & Outsource service providers

Do you maintain and impose minimum qualifications, competence, knowledge and experience requirements for employees and outsource services provider who will have the authority to represent the applicant in any function under this Act? Yes No

If so, please indicate the minimum qualification requirements imposed:

PART 5 - HUMAN, FINANCIAL AND OPERATIONAL RESOURCES

1. Human resources

Indicate the number of staff responsible for the general management of the credit bureau

Indicate the number of staff responsible for the daily operations of the credit bureau, excluding general management and support or administrative functions.

Indicate the number of staff responsible for support and administrative functions.

Are any of the services and functions of the applicant as credit bureau outsourced? Yes No

If, yes provide details of the services that are outsourced.

Are there written service level agreements in place between the applicant and the service provider? Yes No

Do you have processes in place to ensure that these service providers comply with the requirements of the National Credit Act and the regulations? Yes No

2 Financial resources

Assets	R
Fixed assets	R
Current assets	R
Liabilities	R
Long term liabilities	R
Short term liabilities	R
Equity	R

3 Operational resources

Do you have a fixed business address?	Yes	No
Do you have adequate access to communication facilities, including telephone, typing, fax and copying facilities?	Yes	No
Do you have adequate storage and filing systems for the safe-keeping of all records?	Yes	No
Do you have procedures in place and sufficient resources to accept the filing of consumer credit information?	Yes	No
Do you have procedures in place and sufficient resources to take reasonable steps to verify the accuracy of any consumer credit information reported to you?	Yes	No
Do you have procedures in place and sufficient resources to retain consumer credit information reported to you for the prescribed period?	Yes	No
Do you have procedures in place and sufficient resources to maintain your records of consumer credit information in a manner that satisfies the prescribed standards?	Yes	No
Do you have procedures in place and sufficient resources to promptly expunge from your records any prescribed consumer credit information that, in terms of the regulations, is not permitted to be entered in your records?	Yes	No
Do you have procedures in place and sufficient resources to issue a report to any person who requires it for a prescribed purpose or a purpose contemplated in this Act?	Yes	No
Do you have sufficient resources to comply with accounting and reporting requirements in terms of this Act?	Yes	No
Do you have sufficient resources to ensure compliance with the requirements of the Act and the regulations?	Yes	No

PART 6 - QUESTIONS, CONCERNS AND COMPLAINTS

1 Do you have a policy in place to handle questions, concerns and complaints?	Yes	No
2 Does this policy outline your commitment to handle questions, concerns and complaints as well as your internal systems and procedures for resolving questions, concerns and complaints?	Yes	No
3 Do these internal systems and procedures ensure that questions, concerns and complaints from consumer or credit providers are treated equitable and consistently?	Yes	No
4 Do these internal systems and procedures ensure that questions, concerns and complaints from consumers or credit providers are treated in a timely, efficient and courteous manner?	Yes	No
5 Are these internal systems and procedures transparent and visible to consumer and credit providers? (i.e. do consumers and credit providers have knowledge of these systems?)	"Yes	No
6 Do you have sufficient human resources to handle questions, concerns and complaints from consumers and credit providers?	Yes	No
7 Are your human resources adequately trained to handle questions, concerns and complaints from consumer and credit providers?	Yes	No

- | | | |
|---|-----|----|
| 8. Do you have sufficient resources to handle questions, concerns and complaints from consumers and credit providers? | Yes | No |
| 9. Are your facilities accessible to consumers and credit providers? | Yes | No |

PART 7 - BUSINESS PREMISES

THIS FORM MUST BE COMPLETED IN RESPECT OF ALL BUSINESS PREMISES FROM WHICH THE APPLICANT CONDUCTS / INTENDS TO CONDUCT THE BUSINESS OF A CREDIT BUREAU. MAKE ADDITIONAL COPIES.

- Total number of business premises
- Information required per business premises

Trading name

Physical Address

.....

..... Postal Code.....

Contact person

Telephone number ()

Faxnumber ()

e-mail address.....

Trading name

Physical Address.....

.....

..... Postal Code.....

Contact person

Telephone number ()

Fax number ()

e-mail address.....

PART 8 - DECLARATION BY CREDIT BUREAU

- The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator to enter any place at or from which the applicant conducts the registered activities during normal business hours, and to conduct reasonable inquiries for compliance purposes, including any act contemplated in section 156(1)(d) to (h) of the Act.
- The applicant confirms that the information contained in this application is accurate and complete.

Date:.....

Capacity:.....

Signatory:.....

Duly authorized representative of Applicant

PART 9 - LIST OF ATTACHMENTS

Forms	Completed	No of forms attached
Part 1 - Business information of credit bureau		
Part 1 - Members, Directors, Trustees, Partners & General managers		
Part 3 - Disqualification of Natural Persons		
Part 4 - Qualifications, Competence, Knowledge & Experience		
Part 5 - Human, Financial and Operational Resources		
Part 6 - Questions, Concerns and Complaints		
Part 7 - Business Premises		
Part 8 - Declaration by applicant		
Part 9 - List of attachments		
2. Certificate of CIPR.0 or other official registration		
3. Resolution authorising the signatory to sign the application form on behalf of the applicant		

NATIONAL CREDIT REGULATOR

NOTICE OF DISQUALIFICATION OF NATURAL PERSON FROM REGISTRATION IN TERMS OF SECTION 47(3)(a) OF THE NATIONAL CREDIT ACT X

Name of Registrant.....

NCR Registration Number.....

Name of Natural Person disqualified from registration.....

Contact telephone number.....Code: (.....)

E-mail.....

To : The National Credit Regulator

Address.....

And to : (insert name of the registrant)

Address.....

T, the above mentioned natural person, in my capacity as (insert capacity]
of the above mentioned registrant hereby give notice to the National Credit Regulator and the Registrant that I have been
disqualified from individual registration in terms of Section 46(3) of the Act.

Signed at [place].....on this [day].....of [month].....2006.

Signature of individual registrant

Full name of signatory.....

NATIONAL CREDIT REGULATOR

NOTICE OF IMPOSITION OF CONDITIONS ON THE REGISTRATION OF REGISTRANT TERMS OF SECTION 48(3) OF THE NATIONAL CREDIT ACT X

Name of Registrant.....

NCR Registration Number.....

Contact telephone number (.....)

E-mail.....

Address.....

Please take notice that in terms of Section 48(3) of the Act, the NCR imposes the following conditions on the registration of the Registrant:-[insert conditions].....

The above conditions are imposed on the registrant for the following reasons:-[insert reasons for conditions].....

Signed at *[place]*..... on this *[day]*..... of *[month]*..... 2006.

On behalf of the NCR [insert signature].....

Name of person signing on behalf of NCR;.....

NATIONAL CREDIT REGULATOR

REQUEST BY REGISTRANT FOR IMPOSITION OF NEW CONDITIONS IN TERMS OF SECTION 49(1)(a) OF THE NATIONAL CREDIT ACT X

Name of Registrant.....

NCR Registration Number.....

Contact telephone number (.....)

E-mail.....

Address.....

To:

The National Credit Regulator.....

Address.....

Identity number.....

Please take notice that the Registrant hereby applies to the National Credit Regulator in terms of Section 49(1)(a) to have its conditions of registration reviewed and new conditions be imposed, on the following grounds:-[insert grounds for application to review conditions of registration].....

Signed at [place].....on this [day].....of [month].....2006.

Signature of Registrant

NATIONAL CREDIT REGULATOR

CERTIFICATE

This is to certify that

Identify number or company registration number

Insert registration number issued by National Credit Regulator

Insert Trading number or name of branch

Insert physical address

Has been registered as

insert activities that registrant is permitted to engage in as

in term of

insert section

of the National Credit Act xxxx of xxxx.

Chief Executive Officer

Certificate Number

Date Issued

NATIONAL CREDIT REGULATOR

NOTICE TO CANCEL REGISTRATION IN TERMS OF SECTION 58 OF THE NATIONAL CREDIT ACT

This form must be submitted to the National Credit Regulator at the following address:

XXXXXXX

XXXXXXX

XXXXXXX

XXXXXXX

or

P.O. Box XX

XXXXXX

XXXX

or

by fax: (xx)

or

by e-mail: <mailto:XXX@XXX.co.za>

Name of Registrant

NCR registration number

Contact telephone number ()

E-mail

The registrant hereby gives notice to the National Credit Regulator of its intention to voluntarily cancel its registration with effect from {insert date at least five business days from date of signature of this notice}

.....

The reason(s) for the cancellation is/axe

.....

.....

Signed at [place]..... on this [day]..... of [month]..... 2006.

Signature of Registrant or duly authorized representative.....

Full name of Registrant's duly authorized representative

NATIONAL CREDIT REGULATOR

CERTIFICATE

This is to certify that

Insert name

Insert identity *number or company* registration number

is hereby appointed as an inspector/investigator in terms of section 25 of the Act.

This appointment allows the inspector/investigator to perform such functions and exercise such powers as assigned to or conferred upon an inspector / investigator by the Act.

The appointment is for the investigation of the activities of:

Registrant

Registration number

Physical address

and is valid for a period of _____ days

Chief Executive Officer

Date Issued

NATIONAL CREDIT REGULATOR

NOTICE OF NON-COMPLIANCE IN TERMS OF SECTION 54(1) OF THE NATIONAL CREDIT ACT X

To:

Name of unregistered entity.....

Address.....

.....

..... Code-C.....)

Kindly take notice that it has come to the attention of the National Credit Regulator that you are engaging in or offering to engage in or holding yourself out as authorized to be engaged in {insert details of activity}

which requires registration with die National Credit Regulator in terms of the Act.

In terms of Section 54(1) of the Act you are hereby notified to desist from engaging, offering to engage in or holding yourself, out as authorized to engage in the aforementioned activity with effect from the (insert date).....

Signed at [place].....on this [day].....of [month].....2006.

Signature.....

Capacity.....

On behalf of the NCR

NATIONAL CREDIT REGULATOR

NOTICE TO COMPLY IN TERMS OF SECTION 55(1) OF THE NATIONAL CREDIT ACT

Name of Registrant/Natural Person/Association of Persons*

NCR Registration Number (if applicable)

Contact Telephone Number

E-mail

Code: ()

In terms of Section 55(1) of the Act your attention is drawn to the fact that you:-

(a)* have failed to comply with the provisions of the Act in that you have {insert nature of non-compliance};

.....

(b)*Have engaged in / are engaging* in an activity that is inconsistent with the provisions of the Act in that you have (insert nature of non-compliance);.....

.....

(c)* you have failed to comply with the provisions of your registration in that you have {insert nature of non-compliance}.....

.....

In terms of Section 55(3) of the Act you are hereby advised to rectify such non-compliance and {insert steps to be taken to comply} within x days from date hereof, failing which a penalty of Rx shall be imposed against you in terms of Section x of the Act.

Signed at [place].....on this [day].....of [month].....2006.

Signature.....

Name of Signatory.....

Capacity.....

On behalf of the NCR

(*delete which is not applicable)

NATIONAL CREDIT REGULATOR

OBJECTION TO NOTICE IN TERMS OF SECTION 56

General information

The notice and supporting documentation (if any) must be submitted to the Tribunal at the following address:

Attention: The Registrar of the National Consumer Tribunal

XXXXXX

XXXX

Or can be faxed to XXXX.

And to

2. The National Credit Regulator at the following address:

XXXXXX

XXXX

Or can be faxed to XXXX.

APPLICANT'S INFORMATION

1. Name of applicant

Identity number or company registration number

Is the applicant registered with the National Credit Regulator Yes No

If, yes provide registration number

2. Contact details of applicant

Contact person

Telephone number (work) ()

Telephone number (cellular)()

Fax number ()

Email address

PART 2 - DETAILS OF OBJECTION

1. Date of notice

2. Section of Act in terms of which the notice was issued Section 54 Section 55

3. If this application was not filed within 15 days of the date of notice, provide reasons why Tribunal should consider the notice in terms of section 56(1)(b)

4. Please provide reasons for the objection

.....
.....

PART 3 - DECLARATION BY APPLICANT

1.The applicant confirms that the information contained in this application is accurate and complete.

Date:

Name of duly authorized signatory:

Signature

PART 6 - LIST OF ATTACHMENTS

Part 1 - Applicant's Information

Part 2 - Details of Objection

Part 3 - Declaration by Applicant

2.Copy of the notice issued in terms of section 54 or 55

3.Attach any extra details about the referral in a separate document:

Representations, if attached:

Other, please specify:

.....
.....
.....

NATIONAL CREDIT REGULATOR

NOTICE OF CREDIT EXCLUDED FROM RECKLESS LENDING PROVISIONS IN TERMS OF SECTION 78(2) OF THE NATIONAL CREDIT ACT X

Name of Credit Provider.....

NCR Registration Number.....

Contact telephone number.....Code: (.....)

E-mail.....

I, the above mentioned credit provider, hereby give notice to the National Credit Regulator that I have on the,.....
{insert date} extended credit to the following consumer-

Consumer^ Surname.....

Consumer's Full Name.....

Consumer^ Identity Number.....

Consumer's Address.....

.....".....Area Code

The credit extended to the consumer is in terms of Section 78(2) of the Act:- *Circle the relevant box*

(a) A school loan or student loan ☐

(b) An emergency loan ☐

(c) A public interest credit agreement ☐

Where the credit extended is an "emergency loan", please specify what proof was obtained and retained by the credit provider in support of this 'emergency loan':

Signed at [place].....on this [day].....of [month].....2006.

Signature of Credit Provider/duly authorized representative

Full name of Credit Provider's duly authorized representative

NATIONAL CREDIT REGULATOR

APPLICATION FOR DEBT REVIEW IN TERMS OF SECTION 86 OF THE NATIONAL CREDIT ACT 2005

Name of Credit Provider.....

NCR Registration Number.....

Contact telephone number.....Code: (.....-.....)

E-mail.....

PART 1 - PERSONAL INFORMATION

1.Details of applicant:

Title.....

Surname.....

First name and initials.....

2.Identity number.....

3.Contact details.....

Physical Address.....

.....Postal Code.....

Postal Address.....

.....Postal Code.....

Telephone number (work) ().....

Telephone number (home) ().....

Fax number ().....

Cell phone number ().....

e-mail address.....

PART 2 - ASSETS

Description	Value
1. Fixed Property.	R.
.	R.
.	R.
.	R.
.	R.
2. Investments.	R.
.	R.
.	"B.
.	R.
.	R.
3. Savings.	R.
.	R.
.	R.
.	R.
.	R.
4. Motor vehicles.	R.
.	R.
.	R.
.	R.
.	R.
5. Other assets.	R.
.	R.
.	R.
.	R.
.	R.

PART 3 - INCOME

1. Gross Salary.....R

2. Deductions:.....R

Tax.....R

Medical Aid.....R

Pension.....R

Other deductions (provide details below)

.....R

.....R

.....R

3. Total net salary

4. Other income (state source of income)

5. Total income

PART 4 - FINANCIAL COMMITMENTS**A**

Debt Servicing obligations	Name of Creditor and account number	Total amount outstanding	Monthly repayment amount
1 Bond repayment (primary residence).....
2 Rental agreement (primary residence).....
3 Rates & Taxes Account (municipality).....
4 Water & Electricity Account (Municipality).....
5 Vehicle finance repayment.....
6 Furniture accounts, specify.....
7 Other lease agreements, specify (e.g. appliances).....
8 Clothing accounts, specify.....
9 Telephone account.....
IOCell phone account.....
11 Insurance policies, specify.....
12 Bank and personal loans, including overdrafts and credit cards, specify.....
13 Other debts, specify.....
Subtotal.....

living expenses.....*

Further details (if applicable).....

Monthly expenditure.....

13 Groceries.....*

14 School Fees.....

15 Clothing (excluding accounts repayments).....

16 Transport costs (excluding vehicle finance).....

17 Medical Expenses.....

C

Other expenses.....

Further details.....

PART 5 - DECLARATION BY APPLICANT

1.1 undertake to comply with any reasonable requests by the debt counsellor to facilitate the evaluation of my state of indebtedness and the prospects for responsible debt re-arrangement.

2.1 undertake to participate in good faith in the review and in any negotiations designed to result in responsible debt re-arrangement.

3.1 hereby consent to the disclosure of any confidential information relating to myself by a credit bureau to a debt counsellor for the purposes of conducting a debt review.

4.1 confirm that the information contained in this application is true and correct,

Date:.....

Name of applicant.....

Signature.....

PART 6 - LIST OF ATTACHMENTS

Documents	required	Document attached	No of documents attached
1. Payslip.....			
3. Bank statements for all bank accounts, including credit cards.....			
4. Statements of account in respect of the following.....			
Municipality, rates & taxes.....			
Municipality, water & lights.....			
Mortgage loan agreement.....			
Vehicle finance agreement.....			
Furniture accounts.....			
Clothing accounts.....			
Telephone accounts (including cell phone accounts).....			
5. Copies of the following agreements.....			
Insurance policies.....			
Rental agreements.....			
Credit Agreements (if available).....			

NATIONAL CREDIT REGULATOR

(On the letterhead of the debt counsellor)

TO: (An individually addressed notification must be sent to credit department of each credit providers listed in application for debt review) "the listed credit provider"

(An individually addressed notification must sent to each registered credit bureau)

FROM: name of debt counsellor.....

"the registered debt counsellor"¹¹

address.....M.....

contact number.....

contact person.....

NCR registration number.....

DATE: (insert date of notification).....^.....

NOTIFICATION IN TERMS OF SECTION 86(4) OF THE NATIONAL CREDIT BILL, 2005

TAKE NOTE THAT:

An application for debt review has been received by the office of the registered debt counsellor in terms of section 86 of the National Credit Bill, 2005 in respect of the following consumer:

Name: (insert name of consumer) "the consumer".....

Identity number; (insert identity number of consumer).....

And in respect of the following credit providers and credit agreements respectively:

Name of credit provider

Account number

(list individual credit providers in tabular format)

Gist account numbers of credit agreements in tabular format)

[illegible]

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REGISTERED CREDIT BUREAUS MUST FURTHER NOTE THAT:

All registered credit bureaus are required to reflect on the consumers record that an application for debt review is currently pending, until they receive further notification.

LISTED CREDIT PROVIDERS MUST FURTHER NOTE THAT:

In terms of section 86(5) of the National Credit Bill, 2005, listed credit provider's must: comply with any reasonable requests by the debt counsellor to facilitate the evaluation of the consumer's state of indebtedness and the prospects for responsible debt re-arrangement; participate in good faith in the review and in any negotiations designed to result in responsible debt re-arrangement.

In terms of section 88(1) of the National Credit Bill, 2005, a consumer who has filed an application in terms of section 86(1) must not enter into any further credit agreement, other than a consolidation agreement, with any credit provider until one of the events listed in section 88(1) has occurred.

In terms of section 88(3) of the National Credit Bill, 2005, listed credit provider's who receive notice in terms hereof may not exercise or enforce by litigation or other judicial process, any right or security under that credit agreement until- the consumer is in default under die credit agreement; and

one of the following has occurred:-

an event contemplated in section 88(1)(a)-(c)

the consumer defaults on any obligation in terms of a re-arrangement agreement between the consumer and credit provider, or ordered by a court or the Tribunal

In terms of section 88(4) of the National Credit Bill, 2005, if a credit provider entered into a credit agreement, other than a consolidation agreement contemplated in this section, with a consumer who has applied for a debt Te-arrangement and that re-arrangement still subsists, all or part of that new credit agreement may declared reckless credit, whether or not the circumstances set out in section 80 apply

Yours sincerely

.....

(signature)

REGISTERED DEBT COUNSELLOR

NATIONAL CREDIT REGULATOR

NOTICE OF APPLICATION FOR DEBT REVIEW IN TERMS OF SECTION 86(9) OF THE NATIONAL CREDIT ACT X

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF.....

HELD AT.....CASE NO: X/X.....

In the matter of- {insert name of consumer/applicant}.....

IN THE MATTER OF AN APPLICATION FOR DEBT REVIEW

TO: THE CLERK OF THE COURT {insert area}.....

AND TO: {insert name & address of all interested parties/creditors}.....
....."PER HAND/REGISTERED POST"

AND TO: {insert name & address of all interested parties/creditors}.....
....."PER HAND/REGISTERED POST"

KINDLY TAKE NOTICE: that application will be made to the above Honourable Court on the {day} of {month} 2006 at 8:30am or so soon diereafter as the matter may be heard for an order in the following terms:- (**delete which is not applicable*)

- (a) that the Applicant be declared over-indebted and/or*;
- (b) that the credit agreement/s between the Applicant and (insert name of credit provider/s).....
be and is hereby declared to be reckless and/or*;
- (c) that the Applicants credit obligations be re-arranged in the following manner:-
 - (i)* that the repayment period for the following credit agreement/s namely {insert name of credit provider/s}.....
.....TM.....be extended and the monthly installments be reduced to Rx per month
and/or;
 - (if)* that payment in terms of the following credit agreement/s namely {insert name of credit provider/s}.....
be postponed for the following period {insert dates of postponement}.....
and/or;
 - (in)* that the repayment period for the following credit agreement/s namely (insert details of credit agreement).....
.....be extended and die payments postponed for the following periods
.....(insert dates of postponement)
 - (iv)* that the following credit obligations of the Applicant namely {insert details of credit agreement} be recalculated as a
result of the contravention of Section x of die Act.

KINDLY TAKE NOTICE FURTHER that the Applicant appoints the below mentioned address for service upon him/her of any notices and/or pleadings.

Signed at [place].....on this [day].....of [month].....2006.

Signature of Applicant/Consumer.....

Full name and. address of Consumer.....

NATIONAL CREDIT REGULATOR

CLEARANCE CERTIFICATE ISSUED IN TERMS OF SECTION 71(2)(b)(i)

Name of Debt Counselor:

NCR Registration No.....

Address:

Telephone number (.....)

This is to certify that the following consumer, namely: -

Name of Consumer: {insert consumer's name}

Identity Number : (insert consumer); identity number)

Court Case Number: {Insert court case number}

Has discharged all his/her obligations in terms of the debt re-arrangement order granted by the Consumer Tribunal"/ Magistrate's Court* of (insert name of court) on the {insert date of order} in terms of Section 86(7)(c) of the National Credit Bill 2005.

Signed at {place}.....on this {day}.....of {month}.....2006.

DEBT COUNSELOR'S STAMP/WATERMARK/SEAL

DEBT COUNSELORS SIGNATURE

(* delete which is not applicable)

NATIONAL CREDIT REGULATOR

QUOTATION FOR SMALL AGREEMENTS IN TERMS OF SECTION 92(1) OF THE NATIONAL CREDIT ACT X

Name of Credit Provider.....

Physical Address.....

Date.....

Contact telephone number.....

PART A: QUOTE

Loan Amount/Principal Debt (being the capital advanced)	Rx.....
Proposed distribution of principal debt (section 102(l)(b)-(f))	Rx.....
Other ongoing credit costs	Rx.....
Service fee (stipulate monthly, annually, transaction based)	x.....%
Initiation fee	Rx.....
Rand value of interest	Rx.....
Residual / final amount payable (if applicable)	Rx.....
Total cost of proposed agreement	Rx.....
Annual interest rate	Rx.....
Basis for costs payable under section 121(3)(b)(i)	Rx.....
Reasonable rental to be charged in terms of section 121(3)(b)(xii)	Rx.....
Number of installments	.....
Installment amount	Rx.....

PLEASE NOTE THAT THIS QUOTATION IS VALID & BINDING FOR A PERIOD OF FIVE (5) DAYS FROM DATE HEREOF.

PART B: PRE-AGREEMENT DISCLOSURE

Type of agreement:	
Insurance, (section 106)	{Nature/cost/fee or commissions/if applicable}
Default administration costs:	{Implications of default and charges to be imposed in case of default}
Payments:	{Frequency/date of first installment/duration of agreement}
Statement:	{Frequency/manner of delivery}
Security	{Description of security taken by credit provider, if applicable}
Consumer's right to rescind	{Section 121 if applicable}
Early settlement	{Section 125}
Consumer's right to terminate	{Section 122}
Credit provider's right to terminate	{Section 123}
Obligation to disclose location of goods	{Section 97, if applicable}
Surrender of goods (Section 127, if applicable)	

Signed at [place].....on this [day].....of [month].....2006.

Signature of Credit Provider or duly authorized representative

NATIONAL CREDIT REGULATOR

DISCLOSURE IN TERMS OF SECTION 106(5)(b) OF THE NATIONAL CREDIT ACT X

From:

Name of Credit Provider

NCR registration number

Contact telephone number Code: (.....)

E-mail

To:

Name of Consumer

Account/reference number

Identity number

Please take notice that, in terms of Section 106(5)(b) of the Act, the purchase of the insurance policy proposed by I (the Credit Provider) to you (the Consumer) accrues the following:-

(i) Costs of the insurance for which you are liable Rx

(ii) Additional fees, commission, remuneration or benefit* payable
to the Credit Provider in relation to the insurance policy Rx

Signed at *[place]* on this *[day]* of *[month]* 2006.

Consumer^ signature

(*delete which is applicable)

NATIONAL CREDIT REGULATOR

AUTHORITY GRANTED IN TERMS OF SECTION 106(6)(a) OF THE NATIONAL CREDIT ACT X

Name of Consumer

Identity number.....

Name of insurance policy.....

Insurance policy reference number.....

Address

.....

Contact telephone number.....Code: (.....)

To:

Name of Credit Provider.....

NCR registration number.....

Account / reference number.....

Contact telephone number.....Code: (.....)

Email.....

I, the above named consumer hereby grant authority to the Credit Provider in terms of Section 106(6)(a) of the Act to:-

(i) Pay any premium due in terms of the above mentioned insurance policy during the term of this credit agreement, on my behalf when it falls due and;

(ii) To bill me for the amount of such premiums paid on my behalf: -

on a monthly basis in the case of small or intermediate agreements;

on a monthly or annual basis for large agreements.

Signed at [place].....on this [day].....of [month].....2006.

Signature of Consumer

NATIONAL CREDIT REGULATOR

NOMINATION & AUTHORITY GRANTED IN TERMS OF SECTION 106(6)(b) OF THE NATIONAL CREDIT ACT X

Name of Consumer

Identity number

Address

.....

Contact telephone number.....Code: (.....)

To:

Name of Insurance company.....

Insurance policy reference number.....

Address.....

.....

Contact telephone number.....Code: (.....)

And to:

Name of credit provider

NCR registration number.....

Account / reference number.....

Address.....

.....

Contact telephone number.....Code: (.....)

I, the above named consumer hereby:-

(0).....
nominate the above mentioned credit provider as a 'loss payee' in terms of the above mentioned policy up to the settlement value on the happening of the insured event and;

(GO).....
authorize the insurer to make payment up to the settlement value to the credit provider on the happening of the insured event and/or;

(Hi).....
authorize the insurer to settle my obligations to the credit provider, as a preferred creditor, at any time during the term of the credit agreement on the happening of the insured event.

Signed at *[place]*.....on this *[day]*.....of *[month]*.....2006.

Consumer's signature

NATIONAL CREDIT REGULATOR

NOTICE IN TERMS OF SECTION 97(2) OF THE NATIONAL CREDIT ACT X

Name of Consumer.....
 Identity Number.....
 Physical Address.....
Code:(.....)
 Contact telephone number.....Code: (.....)

To:

Name of Credit Provider.....
 Address.....
Code:(.....)
 Account Reference Number.....
 Contact telephone number.....Code: (.....)
 E-mail.....

I, the above named consumer hereby notify you in terms of Section 97(2) of the Act that:

(a)* My residential/business* address has changed to (insert address).....

(b)* The goods subject to this credit agreement is/are* now situated at the following premises, namely
 {insert address where goods are kept}.....

(c)* Possession of the goods subject to this credit agreement has been transferred to the following person:-

Full name of person who has possession of the goods.....

Physical address of person in whose possession goods are.....

(* delete which is not applicable)

Signed at [place].....on this [day].....of (month).....2006.

Customers Signature.....

NATIONAL CREDIT REGULATOR

NOTICE IN TERMS OF SECTION 97(3) OF THE NATIONAL CREDIT ACT X

From:

Name of Consumer

Identity number

Physical address

Contact telephone number.....Code: (.....)

To:

Name of Credit Provider.....

Address.....

Account reference number.....

Contact telephone number.....Code: (.....)

E-mail

And to:

The Sheriff of the High / Magistrate's* Court

Address

I, the above named consumer hereby notify you in terms of Section 97(3) of the Act that the goods subject to this credit agreement is/are* ordinarily kept at the following address: -

Physical address of premises where goods are kept.....

Name of landlord of premises where goods are kept (if applicable)

Address of landlord of premises (if applicable).....

Signed at [place].....on this [day].....of [month].....2006.

Consumer's signature

NATIONAL CREDIT REGULATOR

STATEMENT AS AT YY/MM/DD

From:

Consumer Name.....

Credit provider Name & trading name:

Physical address of credit provider:

Postal address of credit provider

Telephone number.....Code: (.....)

NCR Registration Number:.....

ID Number:.....Principal debt.....

Account number:.....Annual rate of interest:.....

Start date:.....(Monday/weekly/Portaghtly)Tistal\men.t.....

End date:.....Remaining installments:.....

Original term.....

STATEMENT OF ACCOUNT FOR PERIOD xx/xx/xx to yy/yy/yy:

DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
------	-------------	-------	--------	---------

Opening balance

{include the following information, if applicable:}

Payments received;.....

Fees levied;.....

Interest accrued;.....

Insurance costs levied;.....

Collections costs levied;.....

Default administration costs levied;.....

Legal fees levied;.....

CURRENT	30 DAYS	60 DAYS	90 DAYS +	ARREARS	OUTSTANDING BALANCE

PLEASE MAKE PAYMENTS INTO THE FOLLOWING BANK ACCOUNT BY NO LATER THAN DD/MM/YY:

NATIONAL CREDIT REGULATOR

NOTICE OF CHARGES OR SERIES OF CHARGES LEVIED IN TERMS OF SECTION 124(2) OF THE NATIONAL CREDIT ACT 34 of 2005

Name of credit provider.....
 NCR registration number.....
 Account/reference number.....
 Contact telephone number..... Code: (.....)
 E-mail.....

To:

Name of consumer
 Identity number.....
 Address.....

Please take notice that in terms of your authorization dated the [insert date]
 the following charges/series of charges*, namely:-

Details of charge/s* [specify what the charges are for].....
 Details of the obligation the charge/s* is intended to satisfy.....
 Specify whether the charge is a single or multiple charge.....
 Date/s* charge/s* to be deducted on.....
 Amount of the charge/s*.....
 will be deducted from:-

(a)* die asset deposited by you or for your benefit and held by die credit provider or third party, I insert name of third party];

(b)* the amounts held by you and for your benefit under account number [insert account number]
 by the credit provider or third party, [insert name of third party]."

Please take notice further that the above charge/series of charges are in respect of the following obligation(s)/account(s) namely

Account number	Nature of account
.....
.....
.....

and is/are calculated as follows:- [specify how charges calculated]

Signed at [place]..... on day..... of [month]..... 2006.

Signature of Credit Provider.....

C*delete which is not applicable)

NATIONAL CREDIT REGULATOR

CERTIFICATE OF FAILED ALTERNATIVE DISPUTE RESOLUTION IN TERMS OF SECTION 134(5)

PART 1 - CERTIFICATE OF DECISION

1. Date of certificate.....
2. Certificate reference.....
3. Details of alternative dispute resolution agent
Title (Hon/Dr/Mr/Mrs/Miss/Ms)..... Full name.....
4. Trading name or division of agent (if applicable).....
5. CIPRO number.....
6. Contact details of agent
Telephone number (work) (.....).....
Telephone number (cellular) (.....).....
Fax number (..... -). Email address.....
7. Complainant's details:
/M. Full names.....
7.2. CIPRO number.....
7.3. Contact details of complainant.....
Telephone number (work) (.....).....
Telephone number (cellular) (.....).....
Fax number (.....)..... Email address.....
10 Respondent^ details:
10.1 Full name of respondent.....
10.2. CIPRO number.....
10.3. Contact details of respondent.....
Telephone number (work) (.....).....
Telephone number (cellular) (.....).....
Fax number (.....)..... Email address.....
11. Findings of the agent.....
12. Description and reason for process failure.....
13. Attachments of relevant documentation (specify).....

PART 2 - DECLARATION BY AGENT

1. The alternative dispute resolution agent confirms that the information contained in this certificate is accurate and complete.

Date:..... Name of signatory:

Signature

NATIONAL CREDIT REGULATOR

COMPLAINT INITIATION FORM

(Initiating a complaint to the National Credit Regulator in terms of S 136 of the Act)

General Information

1. A complainant that wishes to submit a complaint must complete this form in full. For help in filing in this form, please phone the National Credit Regulator on.....
2. If you are a third party, completing this form on behalf of an individual, kindly refer to regulation XX for details on the documentation that should accompany this form.
3. The complaint form and the documentation must be submitted to the National Credit Regulator at the following address:
Block G
DTI Campus
77 Meintjie Street
Pretoria
or can be faxed to (012) xxx xxxx

Complaint Initiation Form

1. Name of Complainant:.....
2. ID/Co reg. No.....
3. Date:.....
4. Address:.....
.....
5. Tel:.....
- 6.1 Institution to which the complaint relates:.....
- 6.2 Branch (if relevant):.....
- 6.3 Person representing institution:.....
7. Short description of complaint. Add pages is required:.....
.....
.....
8. I confirm that I want the National Credit Regulator to consider my complaint.
9. I understand that:
 - The National Credit Regulator will handle my complaint according to the requirements of the National Credit Act, 2005.
 - Confidential information may be considered by the National Credit Regulator in the process of handling my complaint.
 - The National Credit Regulator may need to communicate with other organisations in respect of the complaint question and may need to exchange information in this regard.
10. Should the National Credit Regulator require me to issue a statement under oath in respect of information contained in this form, I will do so.

Date:.....Place:.....

Name of signatory:.....

(Complainant or person duly authorised to act on the complainant's behalf - power of attorney complying with Regulation XX must be enclosed)

Signature of call centre operator in the event of the complaint being initiated by a telephone call.

Signature:

NATIONAL CREDIT REGULATOR

REFERRAL TO TRIBUNAL IN TERMS OF SECTION 137 (Application by NCR to Tribunal)

PART 1 - APPLICANT INFORMATION

1.Details of applicant from the National Credit Regulator

Title (Hon/Dr/Mr/Mis/Miss/Ms) Full name.....

2.Division of applicant (if applicable).....

3.Contact details of applicant.....

Telephone number (work) (.....).....

Telephone number (cellular) (.....).....

Fax number (.....)..... Email address.....

PART 2 - APPLICATION DETAILS

1.Fullname of participant / s.....

2.CIPRO number.....

3.Sector of industry (if applicable).....

4.Application reason

n For an order resolving a dispute over information held by a credit bureau, in terms of section Part B of Chapter 4

Q For a declaration that all or part of a credit agreement is unlawful in terms of section 89 or 90

Q] For an order compelling the delivery of a statement of account or to review a statement in terras of Part D of Chapter 5

Q To review the conduct of a sale of goods in terms of section 129 or 131, or the distribution of proceeds from such a sale

Q For leave to bring a complaint or a debt re-arrangement application directly before die Tribunal

Q For an order condoning late filing

5.Application reason (other).....

6.National Credit Regulator-reference number (if applicable).....

7.Date of application.....

8.Description of application.....

9.Order / relief sought.....

PART 3 - DECLARATION BY APPLICANT

1.The applicant confirms that the information contained in this application is accurate and complete.

Date:.....Name of authorised signatory:.....

Signature.....

PART 4 - LIST OF ATTACHMENTS

Application Forms	Completed	No of forms attached
Part 1 - Applicant Information		
Part 2 - Application Details / Information		
Part 3 - Declaration by Applicant		
Part 4 - list of Attachments		

2.Resolution authorising the signatory to sign the application form on behalf of the complainant (power of attorney)

3.Attach letter from respondent

4.Attach any extra details about the complaint in a separate document

Loan contract

Dispute letter

Credit agreement

Statement of account

Sale of goods form

Leave form

Other (specify).....

Reference number (official use only).....

NATIONAL CREDIT REGULATOR

NOTICE OF NON-REFERRAL ISSUED IN TERMS OF SECTION 139(l)(a) (In respect of non-referral of a complaint)

PART 1 - NON-REFERRAL NOTICE

1. Date of notice
2. Details of complainant
Title (Hon/Dr/Mr/Mxs/Misa/Ms) Full name
3. Trading name or division of complainant (if applicable.)
4. legal registration number
5. Contact details of applicant
Telephone number (work) ()
Telephone number (cellular) ()
Fax number () Email address
- 6 Section of Act the non-referral applies to
 - section 141(l)(a)
 - • section 142(l)(a)
7. Description and reason for non-referral

PART 2 - DECLARATION BY NATIONAL CREDIT REGULATOR

1. The National Credit Regulator confirms that the information contained in this form is accurate and complete.

Date:

Name of signatory (duly authorised to act on behalf of the National Credit Regulator)

Signature:

NATIONAL CREDIT REGULATOR

REFERRAL TO TRIBUNAL IN TERMS OF SECTION 140(4) or 141(2)
(Application by the National Credit Regulator / Complainant to the Tribunal)

PART 1 - APPLICANT INFORMATION

1. Details of registrant matter relates to:

Name of Registrant

Registrant^ NCR registration number

2. Division of NCR referring matter / Name of Complainant

3. Contact details of person referring the matter on behalf of the NCR / Complainant:

Telephone number ()

Telephone number (cellular) ()

Fax number ()

Email address

PART 2 - REFERRAL DETAILS

1. Section of Act the referral applies to

- section 142 (1)
- section 142 (2)
- section 142 (3)
- section 143(1)

2. Reason for referral

3. Order / relief sought

4. Has leave of the Tribunal been obtained? (if applicable)

* If you have answered YES to item 4, please give details here

PART 3 - DECLARATION BY APPLICANT

1. The applicant confirms that the information contained in this application is accurate and complete.

Date:

Name of signatory (duly authorised to act on behalf of the National Credit Regulator)

Signature:

PART 4 - LIST OF ATTACHMENTS

Application Forms	Completed	No of forms attached
Part 1 - Applicant Information
Part 2 - Referral Details
Part 3 - Declaration by Applicant
Part 4 - list of Attachments

2.Resolution authorising the signatory to sign the application form on behalf of the complainant

3.Attach letter from respondent

4.Attach any supporting documentation and specify:

- 4.1
- 4.2
- 4.3
- 4.4
- 4.5

Reference number (official use only)

NATIONAL CREDIT REGULATOR

NOTICE OF APPLICATION IN TERMS OF SECTION 141(2)(a) OF THE NATIONAL CREDIT ACT X

In the Consumer Tribunal for the [insert area].....CASE NO: XX.....

In the matter of:- {insert name of applicant}.....APPLICANT

AND

{insert name of respondent / other interested party}.....RESPONDENT

TO: THE RESPONDENT {insert area / address}.....

AND TO: THE CLERK / REGISTRAR National Consumer Tribunal.....

AND TO: {insert name & address of all interested parties}.....

"PER HAND/REGISTERED POST"

KINDLY TAKE NOTICE: that application will be made to the above Honorable Court on [day].....die
[date].....of [month].....2006 at [time].....am

or so soon thereafter as the matter maybe heard for an order in die following terms:-

(a)* that this matter be referred to the Consumer Court of [insert area/address];.....

(b)* that this matter be referred to the National Consumer Tribunal, [insert address].....

KINDLY TAKE NOTICE FURTHER THAT the Affidavit of the Applicant [insert Applicant's name]
attached hereto shall be used in support of this application.

KINDLY TAKE NOTICE FURTHER THAT the Applicant chooses the below mentioned address for service upon him/her* of all
notices and pleadings in this matter.

Signed at [place].....on this [day].....oE biumih].....2006.

Signature of Applicant.....

Full name and address of Applicant.....

C*delete which is not applicable)

NATIONAL CREDIT REGULATOR

NCR REGISTER OF REGISTRANTS IN TERMS OF SECTION 53(1) OF THE NATIONAL CREDIT ACT X

PART A CREDIT PROVIDERS:

Registrant's NCR registration number.....
Registrant's full name.....
Registrant's trading name (if applicable).....
Registrant's identity number or CIPRO or other official registration number.....
Activities which registrant is permitted to engage in.....
Date of registration.....
Conditions of registration (if applicable).....
Physical address.....
Telephone No.....Fax No.....
Email address.....
Contact person.....
Alterations of registration (if applicable).....

PART B DEBT COUNSELLORS:

Registrant's NCR registration number.....
Registrant's full name.....
Registrant's trading name (if applicable).....
Registrant's identity number.....
Activities which registrant is permitted to engage in.....
Date of registration.....
Conditions of registration (if applicable).....
Physical address.....
Telephone No.....Fax No.....
Email address.....
Contact person.....
Alterations of registration (if applicable).....

PART C CREDIT BUREAUS:

Registrant's NCR registration number.....
Registrant's full name.....
Registrant's trading name (if applicable).....
Registrant's CIPRO or other official registration number.....
Activities which registrant is permitted to engage in.....
Date of registration.....
Conditions of registration (if applicable).....
Physical address.....
Telephone No.....Fax No.....
Email address.....
Contact person.....
Alterations of registration (if applicable).....

NATIONAL CREDIT REGULATOR

NATIONAL CREDIT REGISTER IN TERMS OF SECTION 53(1)(b) OF THE NATIONAL CREDIT ACT X

PART A: CREDIT BUREAUS REGISTERED PROVINCIALY

NCRREGNO.....
NAME OF CREDIT BUREAU.....
ADDRESS (Physical / postal address).....
CONTACT DETAILS (Telephone / fax / email).....
STATUS (Eg: current, cancelled, altered).....

PART B: CREDIT PROVIDERS REGISTERED PROVINCIALY

NCRREGNO.....
NAME OF CREDIT PROVIDER.....
REGISTERED TRADING NAME.....
ADDRESS (Physical / postal address).....
CONTACT DETAILS (Telephone/fax/email).....
STATUS (Eg: current, cancelled, altered)

PART C: DEBT COUNSELORS REGISTERED PROVINCIALY

NCRREGNO.....
NAME OF DEBT COUNSELOR.....
IDENTITY NUMBER.....
ADDRESS (Physical / postal address).....
PROVINCE LOCATED.....
CONTACT DETAILS (Telephone / fax / email).....
STATUS (Eg: current, cancelled, altered).....

NATIONAL CREDIT REGULATOR

APPLICATION FOR INFORMATION IN TERMS OF SECTION 14(c)(ii) OF THE NATIONAL CREDIT ACT

Name of the Applicant:

Address

Telephone number.....Code: (.....)

To : The National Credit Regulator

Address

Fax number.....Code: (.....)

Email address.....

I, the above mentioned Applicant, hereby request the following information
regarding the undermentioned registrant: {insert information required and reason for such request}.....

.....

.....

.....

Name of Registrant.....

NCR Registration number (if available)

Address of Registrant

.....

Signed at [place].....on this [day].....of [month].....2006.

Signature of Applicant.....

Full name of signatory.....

.....

And to : {insert name of the registrant}

Address

.....

I, the above mentioned natural person, in my capacity as(insert capacity}
of the above mentioned registrant hereby give notice to the National Credit Regulator and the Registrant that I have been
disqualified from individual registration in terms of Section 46(3) of the Act.

Signed at [*place*].....on this [*day*].....of [*month*]......2006.

Signature of individual registrant

Full name of signatory.....

NATIONAL CREDIT REGULATOR

REGISTER OF MARKETING OPTIONS IN TERMS OF SECTION 74(7)(a) OF THE NATIONAL CREDIT ACT X

Consumer's full name

Consumer's account number.

Consumer's contact details

Tick which marketing option was selected by die consumer

☐ Q Date option selected by consumer

☐ j Consumer declined pre-approved annual credit limit increases

☐ Q Consumer opted to be excluded from telemarketing campaigns by or on behalf of the credit provider

☐ Q Consumer opted to be excluded from marketing or customer list sold or distributed by credit provider

☐ I Consumer opted to be excluded from distribution of any mass sms or email messages

Name of credit provider.....

NCR registration number.....

Contact details.....

NATIONAL CREDIT REGULATOR

REGISTER OF AGENTS IN TERMS OF SECTION 163(2)(b) OF THE NATIONAL CREDIT ACT X

No.

Full name(s) and surname of agent

Agente identity number

Date of appointment of agent

Details of activities which agent is audiorized to conduct on behalf of credit provider

.....
.....
.....
.....
.....
.....
.....

Name of credit provider

Address

.....

NCR registration number

Contact telephone number Code: (.....)

NATIONAL CREDIT REGULATOR

SHAPE * MERGEFORMAT

Lender Name & Logo

Optional text or corporate id

Agent/employeeS photo. Position & size mandatory

Agent:.....

Name:.....

ID No/CIPR or other:.....

Optional text or corporate id

National Credit Regulator^ Logo. 22mm in diameter

NATIONAL CREDIT REGULATOR

COMPLIANCE REPORT - debt counselor

Submitted in terms of Regulation xx of the Regulations to National Credit Act x.

TO: THE NATIONAL CREDIT REGULATOR

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXX

XXX

PERIOD COVERED BY THE RETURN:

From: (dd/mm/yy)

To: (dd/mm/yy)

DEBT COUNSELOR'S NCR REGISTRATION NUMBER:

1.Name and Surname of Debt Counselor

2.Contact details

Telephone Number

Fax Number

Cell Phone Number

Email Address

PART 2: CERTIFICATION OF COMPLIANCE BY THE REGISTERED DEBT COUNSELOR

I, the undersigned (insert name of Debt Counselor* or person authorized to complete the return on behalf of Debt Counselor*)

in my capacity as the duly registered Debt Counselor*/ the

of the Debt Counselor* (insert capacity of person completing return on behalf of Debt Counselor) do hereby declare that I/the registered debt counselor* have/has* complied with the requirements of the National Credit Act and that I am/we are* not aware of any substantial non-compliance with these requirements for the period (dd/mm/yy) to (dd/mm/yy) (insert the period of this report).

1.1 Is the Debt Counselor's certificate of registration with the National Credit Regulator is displayed prominently at the business premises situate at (insert address)

and which is registered with the National Credit Regulator?

Yes

No

If not, provide reasons:

1.2 Have the following documents been signed by the consumer and are contained in the files of each individual consumer ?

Yes No

1.2.1 The application form for debt restructuring;

Yes No

1.2.2 The debt assessment and client in-take form;

Yes No

1.2.3 The social contract;

Yes No

1.2.4 The power of attorney;

Yes No

1.2.5 A copy of the consumer's identity document;

Yes No

A copy of the consumer's salary advice/proof of income for three consecutive months;

Yes No

Copies of the consumer's bank statements for three consecutive months (if any);

Yes No

A print-out from the credit bureau to verify the consumer's financial history;

Yes No

Proof of the consumer's expenses including all receipts/statements of account, credit agreements, etc;

Yes No

Proof of any letters of demand and any court processes instituted against the consumer including but not limited to summons, default judgments, warrant of executions, etc.

Yes No

If the answer to any of the above questions was 'no', please provide reasons:

1.3 The terms and conditions of the documents referred to in items 1.2.3 and 1.2.4 have been explained to the consumer prior to the signature of the said documents.

Complete and accurate records are maintained, reflecting:

The debt assessment done in relation to each individual consumer applying for debt restructuring;

The number of consumers serviced;

The number of cases pending in each instance where the:

Debt Counselor is awaiting reply from credit provider;

Debt Counselor awaiting further information from consumer;

The number of case files closed in each instance where:

The case has been finalized;

The consumer absconded/reneged

The consumer requested withdrawal from the programme

The category of age group of consumers serviced.

The category of gender of consumers serviced.

The category of race of consumers serviced.

The category of gross income of consumers serviced.

The category of employment sector of consumers serviced.

The total number of consumers that defaulted under the programme.

The category of debts incurred by the consumers serviced.

The total number of consumers referred to other organizations and reasons for the referral.

Signed at [place] on this [day] of [month] 2006.

Signature of Debt Counselor or authorized representative

Name of Debt Counselor or authorized representative

NATIONAL CREDIT REGULATOR

DRP RETURN NUMBER- {assign form number}
 QUARTERLY STATISTICAL RETURN VERSION {No} – RELEASED [DATE]

PART 1: PERSONAL DETAILS OF REGISTERED DEBT COUNSELOR

TITLE [TICK THE APPROPRIATE ONE] : MISS/MRS/MR

NAME & SURNAME

IDENTITY NUMBER

PHYSICAL ADDRESS

NCR REGISTRATION NUMBER

PERIOD COVERED BY RETURN

FROM : (dd/mm/yy)

TO: (dd/mm/yy)

PART 2: REPORTING PERIOD ANALYSIS

	CURRENT PERIOD	YEAR TO DATE
2.1 Total No of clients serviced:		
New clients
Clients carried forward from previous return
2.2 Total number of enquiries:		
current quarter
previous quarter
2.3 Total number of repeat visits from existing clients:		
Current quarter
Previous quarter
2.4 Total number of matters finalized:		
Current quarter
Cumulatively

NCR Form 42

2.5.1 Total number of matters pending:

Current quarter	.....	.....
Previous quarter	.....	.....

2.5.2 Reasons:

% per category

- | | |
|--|-------|
| i. awaiting reply from credit providers on proposed negotiations | ..... |
| ii. awaiting instructions from consumer | ..... |
| iii. other (specify) | ..... |

2.6. Total number of matters closed:

2.6.1 Current quarter	.....
Previous quarter	.....

2.6.2 Reasons:

% per category

- | | |
|--|-------|
| i. consumer reneged/absconded | ..... |
| ii. consumer requested withdrawal from programme | ..... |

2.6.3 Reasons for withdrawal from programme:

% per category

- | | |
|---|-------|
| i. consumer received financial aid from family | ..... |
| ii. consumer re-arranged directly with creditor | ..... |
| iii. other (specify) | ..... |

Category of age of clients serviced:

Age	No. of clients	% of clients
21- 25
26- 35
36- 45
46- 55
56- 65

Category of gender of clients serviced:

Gender	No. of clients	% of clients
Male
Female