
GOVERNMENT NOTICE

DEPARTMENT OF TRADE AND INDUSTRY**No. R. 489****31 May 2006****Regulations made in terms of the National Credit Act, 2005 (Act No 34 of 2005)**

By virtue of the power vested in me by section 171 of the **National Credit Act, 2005**, I, **Mandisi Mpahlwa**, Minister of Trade and Industry, hereby **make** the regulations as **set** out **below**.

Mandisi Mpahlwa, MP

Minister of Trade and Industry

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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-
 - “**accounting officer**” means a person appointed and fulfilling the duties and responsibilities as set out in the Close Corporations Act, 69 of 1984;
 - “**annual financial statements**” means the annual financial statements as required for each specific registrant in terms of applicable legislation. Registrants who are not required by statute to submit annual financial statements must conform with the requirements as set out in the ~~Close~~ Corporations Act 69 of 1984 when required to submit such annual financial statements;
 - “**auditor**” means a person appointed and fulfilling the duties and responsibilities as set out in the Companies Act, 61 of 1973;
 - “**debt counselling**” means performing the functions contemplated in section 86 of the Act;
 - “**debt counsellor**” means a neutral person who is registered in terms of section 44 of the Act offering a service of debt counselling;
 - “**delivered**” unless otherwise provided for, means sending a document by hand, by ~~fax~~, by e-mail, or registered mail to an address chosen in the agreement by the proposed recipient, if no such address is available, the recipient’s registered address. Where notices or applications are required to be delivered to the National Consumer Tribunal, such delivery shall be done in terms of the Tribunal’s Rules. Where notices or applications are required to be delivered to the National Credit Regulator, such delivery shall be done by way of hand, fax, e-mail or registered mail to the registered address of the National Credit Regulator,
 - “**general management or control**” when referring to juristic persons means the directors of a company registered in terms of the Companies Act 61 of 1973, the members of a close corporation, registered in terms of the Close Corporations Act 69 of 1984, for all

other juristic persons, the individuals who perform a similar function(s) to the board of directors;

"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 exemption 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.

Extension of prescribed time periods

3. Where a particular number of business days **are** prescribed, the National Credit Regulator, may on good cause shown, extend the number of days.

CHAPTER 2

REGISTRATION REQUIREMENTS, CRITERIA AND PROCEDURES

Part A

Registration requirements for all registrants

Application for registration

- 4(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 documents required in the relevant application form; and
 - (c) The applicable application fee as set out in a Ministerial Notice.
- (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 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 persons from registration

5. 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

6. 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

7. A registrant may on application to the National Credit Regulator **in** terms of **section 49(1)(a)** of the Act, apply for the review or variation of any condition of registration **by** submitting:
- (a) a completed **Form 8**; and
 - (b) the application fee **as** set out in Schedule 2.

Certificate of registration

8. **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) signature of a duly authorised representative of the National Credit Regulator;
 - (d) certificate number;
 - (e) date on which the certificate was issued.

Part B
Cancellation of registration

Voluntary cancellation of registration

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

Part C
Debt Counsellor

Further criteria for registration as a debt counsellor

10. 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 by the National Credit Regulator and provided by an institution approved 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;
 - (cc) accounting or financial services;
 - (dd) education or training of individuals;
 - (ee) counselling of individuals; or
 - (ff) general business environment.
 - (ii) demonstrated ability to:
 - (aa) manage his/her **own** finances at the time of applying for registration; and
 - (bb) provide counselling or transfer skills.

Receiving of funds by a debt counsellor

11. A debt counsellor who receives or intends to receive monies on behalf of a consumer and/or distributes such funds to credit providers in terms of debt restructuring, must comply with the required legislation and must advise the National Credit Regulator of its receiving or intention to receive and/or its distributing or intention to distribute such funds.

Part D
Compliance procedures

Appointment of inspectors and investigators

12. The Chief Executive Officer of the National Credit Regulator **must** issue **an inspector or** 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

13. 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

14. 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

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

Administrative fines

- 16.(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;

- (b) the annual turnover of a debt counsellor 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 debt counsellor.
- (2) For the purpose of calculating the annual turnover 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 **64**.

CHAPTER 3
CONSUMER CREDIT POLICY

Part A
Credit Information

Retention periods for credit bureau information

17.(1) The consumer credit information as per the following ~~Table~~ may be displayed and used for purposes of credit scoring or credit assessment 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 rejected. No information may be displayed on complaints that were upheld.	18 months
2.	Enquiries	Number of enquiries made on a consumer's record, including the name of the entity / person who made the enquiry and a contact person if available	2 y—
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 Restructuring	As per section 86 of the Act, an order given by the Court or Tribunal	Until a clearance certificate is issued
5.	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.	Administration Orders	As per the court order	The earlier of 10 years or until order <i>is</i> 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 is the date on which the relevant order was given or the date on which the conduct occurred which resulted in the listing;
- (3) Adverse information is information which is indicative of the consumer's payment behaviour, based on the subjective opinion of the person reporting the information;
- (4) Payment profile refers to the consumer's payment history in respect of a particular transaction.

Maintenance and retention of consumer credit information by credit bureaux

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

- (a) 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) collected, processed and distributed in a manner that ensures that the records remain confidential and secure;
 - (c) protected against accidental, unlawful destruction and unlawful intrusion;
 - (d) protected against loss or wrongful alteration, and
 - (e) 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) race;
 - (b) political affiliation;
 - (c) medical **status** or history;
 - (d) religion or thought, belief or opinion;
 - (e) 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**
 - (f) 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, other than for purposes contemplated in the Act, for which a report may be issued in terms of section 70(2)(g), **are:**
- (a) an investigation into fraud, corruption or theft, provided that the **South African** Police Service or any other statutory enforcement agency conducts such **an** investigation;
 - (b) fraud detection and fraud prevention services;
 - (c) considering a candidate for employment in a position that requires trust and honesty and entails the handling of cash or finances;
 - (d) an assessment of the debtors book of a business for the purposes of:
 - (i) the sale of the business or debtors book of **that** business; or
 - (ii) any other transaction that is dependant upon determining the value of the business or debtors **book** of that business;
 - (e) setting a limit of service provision in respect of any continuous service;
 - (f) assessing **an** application for insurance;
 - (g) verifying educational qualifications and employment;
 - (h) obtaining consumer information to distribute unclaimed **funds**, including pension funds and insurance claims;
 - (i) tracing a consumer by a credit provider in respect of a credit agreement entered into between the consumer and the credit provider;
 - (j) developing a credit scoring system by a credit provider or credit bureau;
- (5) Should a report be required for a purpose set out in subregulation (4)(c) or (e) to (g), the consent **of** the consumer must be obtained prior to the report **being** requested;

- (6) 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 and not intended for the purpose of providing consumer credit, provided that the consumer's consent has been obtained to use the information for such purpose and to submit, compile and report such information;
- (7) In addition to the sources of consumer credit information contemplated in section 70(2) of **the Act**, 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;
 - (g) Other registered credit bureaux.
- (8) 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

- 19.(1) The information submitted to a credit bureau must contain the following information in respect of a consumer:
- (a) Initials and surname or full names and surname;
 - (b) **SA** identity number, or if the consumer does not have an identity number, the passport number and date of birth;

- (2) In as far as it is available, the following information should be included when consumer information is submitted to a credit bureau:
- (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) All sources of information as set out in section 70(2) of the Act and Regulation 18(7) must take reasonable steps to ensure that the information reported to the credit bureau is accurate, up-to-date, relevant, complete, valid and not duplicated.
- (4) All sources of information as set out in section 70(2) of the Act and Regulation 18(7) 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.
- (5) No source of information as set out in section 70(2) of the Act and Regulation 18(7) may submit information to a credit bureau that has prescribed in terms of the Prescription Act 68 of 1969.

Part B ***Consumer rights***

Right to access and challenge credit records and information

- 20.(1) When a consumer requests a credit report, the report 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 section 72(3) within 20 business days after the filing of the challenge.
- (3) If the information is removed in terms of section 72(3)(b), the credit bureau must inform the consumer and all parties to whom the information has been reported in the previous 20 business days as well as all other registered credit bureaux.

Part C
Credit marketing practices

Required content for advertising practices

- 21.(1) If an advertisement refers only to the availability of credit, and no reference is made to **costs**, interest rate or monthly instalment, no further disclosure of cost of credit, interest rate or monthly repayment is required.
- (2) If **an** advertisement discloses only the interest rate or the maximum and minimum rates where a range is applicable and no reference is made to other costs of credit, **no** further information has to be disclosed, but the advertisement must indicate that an initiation fee **and** service fee will be charged, if applicable;
- (3) If an advertisement, other than an advertisement referred to in sub-regulation (2), discloses **a** monthly instalment, or any other cost of credit, the advertisement must also disclose the following:
- (a) instalment amount;
 - (b) number of instalments;
 - (c) total amount of all instalments, including interest, fees and compulsory insurance;
 - (d) interest rate; and
 - (e) residual or final amount payable (if any)
- (4) **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.
- (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 must be disclosed on the cost of credit, **as** per sub-regulation (2) or sub-regulation (3).

- (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

22.(1) The information required to be disclosed in terms of regulation 21(2) and 21(3) 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 21(2) and 21(3) 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 equal prominence to all the information to be disclosed in terms of regulation 21(2) and 21(3), equivalent to the **prominence** given to **all** other elements of the advertisement.

Part D

Over-indebtedness, reckless lending and debt counselling

Reckless lending

23. 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 Register within 30 business **days** of signature thereof, alternatively at the end of the month in which the agreement was concluded, **by** completing and submitting Form 15.

Application for debt review

24.(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, if the consumer does not have an identity number, the passport number and **date of birth**;
 - (bb)** postal and physical address;
 - (cc)** contact details.
 - (ii)** 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).
 - (iv) 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;
 - (jj)** 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 deliver a completed Form 17.1 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 **corrected** 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 (2) 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) When assessing the consumer's application in terms of section **86(6)(a)** of the Act, the debt counsellor must refer to section 79 and further consider the following:
 - (a) A consumer is over-indebted if his/her total monthly debt payments exceed the balance derived by deducting his/her minimum living expenses from his/her net income;
 - (b) Net income is calculated by deducting from the **gross** income, statutory deductions and other deductions that **are** made as a condition of employment;
 - (c) Minimum living expenses are based upon a budget provided by the consumer, adjusted by the debt counsellor with reference to guidelines issued by the National Credit Regulator.

- (8) In making a determination that a particular debt is reckless, as per section 86(6)(b) of the Act, a debt counsellor must refer to section 80 of the Act and further consider the following;
- (a) the level of indebtedness of the consumer after that particular agreement was entered into; and
 - (b) whether, when that particular credit agreement was entered into, the total debt obligations including the new agreement exceeded the net income reduced by minimum living expenses;
 - (c) the consumers' bank statement, salary or wage advice and records obtained from a credit bureau;
 - (d) any guidelines published by the National Credit Regulator proposing evaluative mechanisms, models and procedures in terms of section 82 of the Act;
- (9) 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.
- (10) After completion of the assessment, the debt counsellor must submit form 17.2 to all the affected credit providers and all registered credit bureaux within 5 business days;
- (11) When making a determination in terms of sections 79(3)(b)(ii) and 80(3)(b)(ii), the value of a credit guarantee is 0.

Letter of rejection

25. If a debt counsellor finds that a consumer is not over-indebted and makes a finding in terms of section 86(7)(a) of the Act, the debt counsellor must provide the consumer with a letter of rejection, containing the following information:

- (1) Consumer's full names, surname and identity number, if the consumer does not have an identity number, the passport and date of birth;
- (2) Name, contact details and NCR registration number of debt counsellor;
- (3) The basis for finding the consumer not to be over-indebted, including –
 - (a) calculated income considered;
 - (b) statutory and other deductions considered;
 - (c) living expenses considered;
 - (d) other debts considered.
- (4) A copy of the assessment form;

- (5) A statement advising the consumer of his/her right to approach the court in terms of section 86(9) within 20 business days for an order to be declared over-indebted, have agreements declared reckless and/or restructuring of his/her debt obligations;
- (6) A statement advising the consumer that the application for debt review will be removed from all registered credit bureaux within 5 business days which will result in credit providers being entitled to take legal steps against the consumer.

Debt restructuring by court order

- 26.(1) **An** application in terms of section 86(9) of the Act must be submitted to court within 20 business days after the debt counsellor has provided the consumer with a letter of rejection.
- (2) The **court** may on application by the consumer and good cause shown, extend the **20** business day period.
 - (3) When making an application as contemplated in section 86(9), a consumer ~~must~~ complete **Form 18**.

Clearance Certificate

27. A debt counsellor 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 statement and quotation for small agreements

- 28.(1)** 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;
 - (b) The pre-agreement statement and quotation must be in the format set out in Form 20;
 - (c) For purposes of electronic or telephone originated pre-agreement statements and quotation for small agreements, the electromagnetic recording and transcribing of documents will be sufficient, provided that the consumer is supplied with copies of the documents within a reasonable time.
- (2) If any section of the pre-agreement statement and quotation as prescribed in this section does not apply to the particular type of credit agreement, such section may be omitted from the statement.
- (3) If any category of fee or charge that is provided for is not levied by the credit provider, or if no security, insurance or similar requirements are made by the credit provider, the sections dealing with such matters may be omitted.
- (4) The following definitions will apply to Form 20, in respect of credit facilities that meet the criteria for small agreements:
- (a) Credit advanced must reflect the total value of the credit facility;
 - (b) Instalment must reflect the minimum instalment required per the agreement, on the assumption that the total amount of the facility is utilized on the first day of the agreement; and

- (c) Total ~~of~~ all instalments must reflect the total of all instalments plus the full repayment of the facility at the end of 12 months or at the end of the term ~~of the~~ agreement, whichever is the earliest.

Pre-agreement statement and quotation for intermediate or large agreements

29 (1) The quotation given to the consumer in terms of section 92(2) of the **Act** must comply with the following requirements:

- (a) the quotation must be in the format set out in Form 20.1, or may be in the format of Form 20 if the Credit Provider provides both small and intermediate credit agreements with similar features, or in any other form complying ~~with~~ (c) and (d) below;
- (b) the quotation may be contained in the same document **as** the pre-agreement 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;
- (c) the quotation must be in a bordered text **box** and headed "Quotation";
- (d) the information required to be disclosed in the quotation is:
- (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) rand 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;
 - (xii) Number of installments to be paid;
 - (xiii) Installment amount.

- (2) For purposes of electronic or telephone originated quotation or pre-agreement statement for intermediate and large agreements, the electromagnetic recording and subsequent transcribing of the quote or pre-agreement statement will be sufficient, provided that the consumer is supplied with a copy of the quote or pre-agreement statement within a reasonable time.
- (3) The following definitions will apply to Form **20.1**, in respect of credit facilities
- (a) Credit advanced must reflect the total value of the credit facility;
 - (b) Instalment must reflect the **minimum** instalment required per the agreement, on the assumption that the total amount of the facility is utilized on the first day of the agreement; and
 - (c) Total amount repayable per **Part C** must reflect the total of all instalments plus the full repayment of the facility at the end of **12** months or at the end of the term of the agreement, whichever is the earliest.

Part B

Form of credit agreements

Prescribed form for small agreements

- 30.(1)** A document that records a small credit agreement must contain all the information as reflected in Form **20.2**.
- (2) The information listed in Form **20.2** may be disclosed in the order of choice of the credit provider.
- (3) For purposes of electronic or telephone originated small agreements, the electromagnetic recording and transcribing of the agreement will be sufficient, provided that the consumer is supplied with a copy of the agreement within a reasonable time.

Requirements for intermediate or large agreements

- 31.(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** incorporate all other documents by clear reference and a copy of all documents must be given to the consumer;
 - (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 **rest** 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, limited to the actual **cost** of these items;
 - (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 conditions, such conditions;
- (v) If the credit is provided by the supplier of goods, immovable property or services, the cash price of such goods, immovable property or services.
- (vi) The amount of any initiation fee;
- (vii) The option of having the initiation fee paid upfront;
- (viii) The amount of any service fee;
- (ix) The basis upon which service fee is payable, if annual, an indication that it will be added to the outstanding balance;
- (x) The annual rate at which interest is levied in respect of the agreement, expressed as a percentage and calculated in accordance with Regulation 40;
- (xi) The rand amount of interest charges over the term of the agreement, based on the rate at inception of the agreement in the case of a variable interest rate;
- (xii) Whether the interest rate is fixed or variable, and if variable, the reference rate to which the interest rate is fixed;
- (xiii) The nature of any insurance contract entered into, pursuant to section 106 of the Act;
- (xiv) The nature of any additional insurance contract entered into, pursuant to section 106 of the Act;
- (xv) The cost to the consumer of the insurance provided;
- (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) The cost of additional insurance and whether such cost is charged by monthly or annual premiums;
- (xix) 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;
- (xx) The circumstances in which such default administration charges will be imposed;

- (xxi) 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**;
- (xxii) 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 in the circumstances 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, 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 fees and charges in accordance with **section 104** of the **Act**;
- (j) The amount of the repayment(s) or if not a fixed or determinable amount, **the** method of calculating the repayment **amount**;
- (k) If fixed or determinable -
- (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) The right of the consumer to terminate the credit agreement in terms of section 122 of the Act;
- (u) 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;
- (v) The right of the credit provider to terminate the credit agreement in terms of section 123 of the Act;
- (w) 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,
 - (x) If applicable, the consumer's obligations to disclose the location of **goods** in terms of section **97** of the **Act**;
 - (y) 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**;
 - (z) 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;
 - (AA) A statement of the consumer's right to prepay **any amount** under a **credit** agreement in terms of section **126** of the **Act**;
 - (BB) 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;
 - (CC) 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**.
- (3) If any item set out in this regulation is dependant **on** the portion or **amount of** the **credit** utilised by the consumer, the maximum utilisation must be **assumed** for purposes of the required disclosure.
- (4) For purposes of electronic or telephone **originated documents**, the electromagnetic recording and transcribing of the documents will be sufficient, provided that the **consumer** is supplied with copies of the agreement within a reasonable **time**.

Unlawful provisions of a credit agreement

32. The following common law rights or remedies that **are** available to a **consumer** may **not be** waived in a credit agreement:

- (a) *Exceptio errore calculi*;
- (b) *Exceptio non numerate pecuniae*.
- (c) *Exceptio non causa debiti*

Credit Insurance

- 33.(1) If a credit provider proposes the purchase of a particular policy **as** envisaged in section 106(4) of the Act, 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;
- (3) **A** credit provider is permitted to include the information as **set** out in Forms 21, 22 and 23 **in** its credit agreement, provided that the consumer's attention is **drawn** to the contents of these provisions.

Disclosure of location of **goods**

- 34.(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 and deliver it to the credit provider;
- (2) When disclosing such a 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 by completing Form 25; or
 - (b) may otherwise provide the information orally.

Statement of account

35. **A** statement of account in respect of a small agreement must be in Form 26 or must contain the following information:
- (a) The details of the credit provider, including:
 - (i) the name of the credit provider
 - (ii) the trading name of the credit provider, if any
 - (iii) the credit provider's registration number issued by the National Credit Regulator

- (iv) the physical address and postal address of the credit provider
 - (v) the telephone number of the credit provider
 - (vi) where relevant, the details of the bank account into which the **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
 - (ii) the consumer's account number or reference number
 - (iii) the consumer's address;
- (c) The date of the statement;
- (d) The period covered by the statement;
- (e) Details of the agreement including (if applicable):
- (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) closing 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

36. 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

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

Charges to other accounts

38. A notice to a consumer of a charge or series of charges to be made to another account **as** contemplated in section 124(2) of the Act must be given to the consumer in Form 27 before the charge or first charge of the series will be made, or must be recorded electromagnetically, transcribed and delivered to the consumer 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

39. In this Chapter-

(1) “**Deferred amount**” means any amount payable in terms of a credit agreement the payment of which is deferred and upon which interest is calculated, or any fee, charge or increased price is payable by reason of the deferment, and

(a) the deferred amount includes

(i) any obligation of the consumer that is deferred as per section 8(3) and section 8(4) of the Act;

(ii) in respect of incidental credit agreements,

(aa) the amount on which a supplier of goods or services charges interest or a late payment fee, per section 5(2)(a), or

(bb) the lower price in respect of the agreements referred to in section 5(2)(b);

(iii) the amounts referred to in section 101(1)(b) to section 101(1)(g) inclusive;

(iv) the amounts referred to in section 102(1)(b) to section 102(1)(f);

(b) the deferred amount is reduced by any amount paid towards the settlement of the deferred amount, or an amount credited to the deferred amount, at the time that such payment is made, or credit falls due, and

(c) the date from which an amount becomes part of the deferred amount, is the date upon which such an amount becomes due or may be levied, subject to the limitations specified in the Act and these regulations.

(2) “short term credit transaction”

- (a) **means** a credit transaction
- (i) in respect of a deferred amount at inception of the agreement not exceeding R8,000; and
 - (ii) in **terms** of which the whole amount is repayable **within** a period not exceeding 6 months; and
- (b) in **terms** of which an amount of money was disbursed to the consumer, to be utilised at the sole discretion of the consumer, and
- (c) includes pawn transactions,
- (d) but does not include credit transactions in respect of which the agreement is conditional upon
- (i) the amount deferred being paid by the credit provider directly or indirectly to a person or juristic person that is related to the credit provider; or
 - (ii) the amount deferred being paid by the credit provider to a person or juristic person other than the consumer, except where such condition is introduced by the consumer.

(3) “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 security.

Part B
General Stipulations

Interest calculation

- 40.(1) Interest may be calculated daily and may be added to the deferred amount monthly, at the end of the **month**, or
- (a) if interest is added to the deferred amount at an earlier day **than** the last day of the **month**,

- (i) this earlier day may not be earlier than **the** date upon which the repayment is due **as** per the agreement; and
 - (ii) the rand amount of interest for the month must be calculated from **the** previous date when interest was added to the deferred amount, until this earlier day, **and;**
 - (iii) interest may not be added to the deferred amount more than **once in every month,**
- (b) interest may be added to the deferred amount periodically **as** defined in the credit agreement, provided that such periods **are no** shorter than the number of days **in** the month during which such interest is added; or
- (c) in the final month of a credit agreement, interest due may be added to the deferred amount on the final day of the agreement.
- (2) The rand amount of interest for **any** particular **day as** referred to in (1),
- (a) must be calculated **as** follows for **any** credit agreement other than short term credit transactions:

$$\frac{\text{Deferred amount for the } \mathbf{day} \times \text{interest } \mathbf{rate}}{\text{Number of } \mathbf{days} \text{ in the year}}$$

- (b) must be calculated **as** follows for short term credit transactions:

$$\frac{\text{Deferred amount for the } \mathbf{day} \times \text{monthly interest } \mathbf{rate}}{\text{Number of } \mathbf{days} \text{ in the month}}$$

- (c) Where:

- (i) the deferred amount for the day must be calculated **as** the average deferred amount for the day, or **as** the deferred **amount** at a particular time in the **day, as** defined per the credit agreement;
- (ii) the interest rate must not exceed the maximum prescribed **interest** rate applicable **to** the category of credit agreement concerned;
- (iii) number of days in the year may be interpreted **as** either **365,** or **as** the **actual** number **of days** in the particular year;

- (iv) For short term loans, the number of days in the month may be interpreted as either 30, or as the **actual** number of days in the particular month.
- (3) The rand amount of interest **for** any particular month **must** be calculated **by adding** the rand amounts of interest **for** all the days in that month,
- (4) The manner of calculation employed by any particular credit provider may differ from the manner prescribed above, provided that the amount calculated by the institution for any **year** may not differ by more than 0.1% from the amount that would have resulted if calculated **as** prescribed in this section.

Dates upon which fees become due and payable

- 41.(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 such fees relate, or an annual date specified in the credit agreement, 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 occurred;
- (5) In (2), (3) and (4) above, the respective fees may be added to the deferred amount at a different day than the last day of the month, provided that this day is no earlier than the day upon which interest is added to the deferred amount, **as** per regulation **40** above.

*Part C**Interest applicable to different products***Maximum prescribed interest and initiation fees**

42.(1) The following maximum rates of interest will apply:

Sub-sector	Maximum Prescribed Interest Rate
Mortgage agreements	$[(RR \times 2.2) + 5\%]$ per year
Credit facilities	$[(RR \times 2.2) + 10\%]$ per year
Unsecured credit transactions	$[(RR \times 2.2) + 20\%]$ per year
Developmental credit agreements	
for the development of a small business	$[(RR \times 2.2) + 20\%]$ per year
for low income housing (unsecured)	$[(RR \times 2.2) + 20\%]$ per year
Short term credit transactions	5% per month
Other credit agreements	$[(RR \times 2.2) + 10\%]$ per year
Incidental credit agreements	2% per month

Where,

- (a) RR indicates the reference rate, being the ruling SA Reserve Bank Repurchase Rate,
- (b) The interest rate on short term credit transactions and incidental credit agreements must be disclosed as a monthly interest rate, in such disclosure as is required by the Act and these regulations.

(2) The following **maximum** limits will apply to initiation fees:

Table B: Maximum Initiation Fee

Sub-sector	Maximum Initiation Fee
Mortgage agreements	(a) R1,000 per credit agreement, plus, 10% of the amount of the agreement in excess of R10,000 (b) But never to exceed R5,000.
Credit facilities	(a) R150 per credit agreement, plus, 10% of the amount of the agreement in excess of R1,000 (b) But never to exceed R1,000.
Unsecured credit transactions	a) R150 per credit agreement, plus, 10% of the amount of the agreement in excess of R1,000 (b) But never to exceed R1,000.
Developmental credit agreements	
for the development of a small business	a) R250 per credit agreement, plus, 10% of the amount of the agreement in excess of R1,000 (b) But never to exceed R2,500.
for low income housing (unsecured)	a) R500 per credit agreement, plus, 10% of the amount of the agreement in excess of R1,000 (b) But never to exceed R2,500.
Short term credit transactions	a) R150 per credit agreement, plus, 10% of the amount of the agreement in excess of R1,000 (b) But never to exceed R1,000.
Other credit agreements	a) R150 per credit agreement, plus, 10% of the amount of the agreement in excess of R1,000 (b) But never to exceed R1,000.
Incidental credit agreements	Nil

Where,

- (a) **The** amount of the agreement is the amount deferred **in** terms of the agreement.

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 a 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—
- (a) the transfer **is** done at the request of the consumer; and

- (b) 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 credit agreements **as** envisaged in section 101(2).
- (3) Initiation fee may never exceed 15% of the principal debt.

Maximum service fee

44. The maximum monthly service fee, prescribed in terms of section 105(1) of the Act, is **R50**.

- (1) Where an **annual** service fee is levied, the applicable limit is
 - (a) the monthly limit on the service fee, multiplied by 12, **and**
 - (b) where the period for which the fee is levied is less than 12 months, the monthly service fee multiplied by the number of months in such a **period**.
- (2) If a service **fee** is payable on a transaction basis, or on a combination of **periodic** and transaction bases, the total of such fees may not exceed the monthly or **annual** limit.

Periodic review of ~~limitations~~ on fees and interest rates

45. The National Credit Regulator **must** -

- (1) 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**;
- (2) when **making a** recommendation to the **Minister** in terms of **this** regulation, consider:
 - (a) ruling interest rates and **fees**;
 - (b) cost of providing such **credit**;
 - (c) the choice available to consumers in the **particular** category of credit agreements, between different products **and** different credit providers; **and**
 - (d) the impact upon access to finance for persons referred to **in** section 13(a) of the Act.

Part D
Otherfees, costs and charges

Default Administration Charges

46. 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. Such payment may not exceed 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

47. 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 enforcement of the credit agreement.

Other Charges

48. If the credit provider is entitled to charge ~~any~~ amount referred to in section 102(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. If no similar goods or services are provided on the basis of cash transactions, the amount ~~that~~ may be charged may not exceed the ~~actual~~ cost at which the credit provider could procure the goods or ~~services~~ provided as per section 102(1) ~~at~~ fair market value in an arms length transaction.

CHAPTER 6

DISPUTE RESOLUTION

Failed alternative dispute resolution

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

Initiating a complaint to the National Credit Regulator

- 50.(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) full name and signature of **the complainant**;
 - (d) date of signing of the agreement to which the complaint relates; **and**
 - (e) details of the complaint.

Initiating applications to Tribunal

- 51.** **An** application initiated by the National Credit Regulator to **the** Tribunal in **terms** of **section 137** of the Act 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

52. 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

53. 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

- 54.(1) An application to the Tribunal for an order in terms of section 141(2)(a) 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 to be retained by **registrants**

55.(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, which records may be **kept in** electronic format,

- (a) Debt Counsellors, in respect of each consumer
 - (i) application for debt review,
 - (ii) copy of all documents submitted by the consumer,
 - (iii) copy of rejection letter (if applicable);
 - (iv) debt restructuring proposal,
 - (v) copy of any order made by the tribunal and/or the court;
 - (vi) copy of clearance certificate;
- (b) Credit Providers, in respect of each **consumer**:
 - (i) application for credit;
 - (ii) application for credit declined;
 - (iii) reasons for decline of application for credit
 - (iv) pre-agreement statement and quote;
 - (v) credit agreement entered into with consumer;
 - (vi) documentation **in** support of steps taken **in terms** of section 81(2) of **the Act**;
 - (vii) record of payments **made**;
 - (viii) documentation in support of any steps taken after default by **consumer**;
- (c) Credit Providers, in **respect** of operations:
 - (i) record of income, **expenses** and cash flow,
 - (ii) credit transaction **flows**;
 - (iii) management accounts and financial statements;

- (d) Credit Bureaux,
- (i) All documents relating to disputes, inclusive of but not limited to:
 - a. documents from the consumer;
 - b. documents from the entity responsible for disputed information;
 - c. documents pertaining to the investigation of the dispute;
 - (ii) Correspondence addressed to and received from sources of information as set out in section 70(2) of the Act and Regulation 18(7) pertaining to issues of disputed information.
- (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 56.
- (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.
- (5) All records must be kept for a period of three years ~~from~~ the earlier of the date on which the registrant created, signed or received the document.

Time for keeping records of credit applications and agreements by credit providers

56. The records required to be kept in terms of section 170 of the Act 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

57.(1) The register maintained by the National Credit Regulator as required in terms of section 53 of the Act 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;
- (g) conditions of registration, if any;
- (h) whether the registration has been altered, and details thereof, if applicable;
- (i) 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 maintain a register of all registrants registered with a Provincial Regulator and must include the information as set out in Form 34.1.
- (4) The National Credit Regulator must permit any person to inspect the register, whether at the office of the National Credit Regulator, or on its website, at no cost.
- (5) Any person may obtain copies of permitted information as provided for in section 14(c)(ii) upon completing Form 35 and after making payment of the fees set out in Schedule 2.

Register of marketing options

- 58.(1) The register maintained by a credit provider as required in terms of section 74 (7) of the Act 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 selects any of the options provided for in section 74(6), the records of earlier selections must be retained for a period of 3 years.

Register of Agents

- 59.(1) The register maintained by a credit provider as required in section 163(2)(b) of the Act must reflect the following records as set out in Form 37:
- (a) the name and address 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 ~~that~~ **12 months from** the **date** of termination of appointment;
 - (b) ensure that the ~~reason~~ for termination is **stated on the record**.

Other Registers to be kept by Registrants

60. In addition to **any** registers that must be kept in terms of the **Act** and the information specified in regulation **55**, a registrant must maintain the following information relating to its registered activities in a register' which register may be kept in electronic format:

- (1) Debt Counsellors, in respect of each consumer:
 - (a) consumer's full names and surname;
 - (b) consumer's identity number or, if the consumer does not have **an** identity **number**, passport number and date of birth;
 - (c) date of application for debt review;
 - (d) date of rejection letter issued (if applicable);
 - (e) **status** of the case:
 - (i) applied;
 - (ii) under **assessment**;
 - (iii) restructured;
 - (iv) process of payment;
 - (v) settled; or
 - (vi) defaulted.
 - (f) date of clearance certificate issued;
 - (g) if the consumer exits the debt restructuring prior to **the** debt **being** settled in full, the reasons for doing **so**.

- (2) Credit Providers, in **respect** of each consumer:
 - (a) consumer's full names and surname;
 - (b) consumer's identity number or, if the consumer does not have **an** identity number, passport number **and** date of **birth**;
 - (c) date the loan was **granted**, **amount**, installment amount **and** number of installments;
 - (d) defaults in respect of each agreement;

- (e) date on which agreement was terminated, and whether such termination **was** as a result of –
 - (i) settlement;
 - (ii)** ~~court~~ judgment;
 - (iii)** written off as bad debt by the credit provider;
 - (iv) transfer or cession;
 - (v) other (specify).

- (3) Credit Bureaux, in respect of each consumer on whom information is retained:
 - (a)** source of the information;
 - (b)** date of submission of information;
 - (c)** contents of information that was submitted;
 - (d) to whom was the information released;
 - (e) for what purpose was the information released;
 - (f)** when was the information released;
 - (g)** what information was released.

Identity card of agents

- 61.** **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 *Registered credit providers' compliance reports*

Statutory Reporting

- 62.(1) A credit provider must submit the following to the National Credit Regulator -
- (a) Compliance Report
 - (b) Statistical Returns
 - (c) Annual Financial and Operational Return
 - (d) Assurance Report
- (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 **as** applied **by** that entity in the preparation of its financial statements;
- (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

- 63.(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 **this** report.

Statistical Return

- 64.(1)** A credit provider whose **annual** disbursements exceed R 15 million 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

- 65.** 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

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

Responsibility for Assurance Engagement

- 67.(1)** A credit provider must require **an** accounting officer or auditor to conduct an assurance engagement in terms of regulation **68**;
- (2)** If a credit provider is not required by statute to appoint an accounting officer or 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 engagement in terms of Regulations 68.

Assurance Engagement

- 68.(1) A credit provider must require the person appointed in terms of regulation 67 to perform an assurance engagement in accordance with guidelines to be issued by the National Credit Regulator and issue a report to the National Credit Regulator on the basis of that person's findings with regard to that engagement;
- (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 National Credit Regulator must issue guidelines in respect of –
- (a) the procedures which the person must follow in performing such assurance engagement, and
 - (b) the format and content of the report which must be compiled based on the engagement.

Part B **Debt counsellor compliance reports**

Annual compliance report and statistical return by debt counsellor

- 69.(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) All registered debt counsellors must complete and submit the statistical return in Form 42 to the National Credit Regulator in respect of the quarters and by the due dates 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

70. A compliance report submitted by a registered credit bureau in terms of section 52(6) of the Act must be submitted in Form 43 to the National Credit Regulator by the 15th of March each year for the period 1 January to 31 December.

Quarterly synoptic report by credit bureau

71.(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

Quarters	Reporting period
Quarter 1	1 January - 31 March
Quarter 2	1 April - 30 June
Quarter 3	1 July - 30 September
Quarter 4	1 October - 31 December

Chapter 9

TRANSITIONAL PROVISIONS

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

73. A ~~registration~~ issued in terms of section 15A of the ~~Usury~~ Act 1968 (Act No. 73 of 1968)

remains valid until the earlier of

- (1) the date when section 105 of the Act becomes effective;
- (2) date of deregistration, or
- (3) date of cancellation of such ~~registration~~.

Chapter 10

PRESCRIBED FORMS

Forms

74. Forms prescribed for purposes of these Regulations are set out in Schedule 1 to the Regulations.

Use of Forms

75.(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) fail 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

76. 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)(d)	Application for exemption 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 counselor
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)(a)	Registrant requesting new conditions
9	52(1)	Certificate of registration
10	58	Notice to cancel
11	25(1)(b)	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
17.1	86(4)(b)	Notification to credit provider and credit bureau by debt counsellor of application for debt review
17.2		Notification to credit provider and credit bureau by debt counsellor of rejection or restructuring
18	86(9)	Application to court for debt review by consumer
19	71(2)(b)(i)	Clearance certificate
20	92(1)	Pre-agreement statement and quotation for small agreement
20.1	92(2)	Quotation for intermediate and large agreements
20.2	93(2)	Small agreements
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)	Nomination & authority granted by consumer to insurance company
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
34.1	53(1)(b)	National Credit Regulator's register of provincial registrants
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 counsellors
42		Statistical return for debt counsellors
43		Credit bureaux' annual compliance
44	70(5)(a)	Credit bureaux' synoptic report
45	16(2)(a)	Insurers' periodic synoptic report

NATIONAL CREDIT REGULATOR

APPLICATION FOR EXEMPTION BY THE MINISTER IN TERMS OF SECTION 4(1)(d) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Applicant

Address of Applicant

Tel Number

Name of Credit Provider

Address of Credit Provider

..... Code: (..... I

To The Minister of Trade and Industry

Address

..... Code: (..... I

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.

The parties to the agreement:

The type of credit agreement:

The amount of credit transaction:

The general terms and conditions:

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

Signature

Full Name of Signatory

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR REGISTRATION AS A CREDIT PROVIDER IN TERMS OF SECTION 45 OF THE NATIONAL CREDIT ACT 34 OF 2005

General information

The applicant must submit the completed application form, together with the required documentation and application fee to the National Credit Regulator.

PART 1 – APPLICANT'S INFORMATION

Instructions:

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).....

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 (if applicable)

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 ()

e-mail address (if applicable)

11. Contact person

Title

Name and initials

Surname

Telephone number (office)()

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 ()

Fax number ()

e-mail address (if applicable)

Practice number

of professional body registered with

13. Compliance Officer (if applicable).

Name of Compliance Officer
 Telephone number ()
 Faxnumber ()
 e-mail address
 If external compliance officer, name of firm
 Postal Address
PostaCode.....
 Telephone number ()

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
- 14.1 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. In terms of section 63 of the National Credit Act 34 of 2005, a credit provider must make a submission to the National Credit Regulator to make documents available to consumers in at least 2 official languages.

	1	2	3
Description of main area in which you operate with reference to area with in the province:
1st Language:
2nd Language:

If more than 3 areas, add additional pages.

17. Compliance with section 48(1)(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)

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.

- 1. Net value of loan book as at the end of the most recent financial year end R
- 2. Total number of credit agreements that made up the loan book as at the end of the most recent financial year
- 3. Total value (principal debt) of credit agreements entered into during the most recent financial year..... R
- 4. 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. For the purpose of Part 3 and Part 7, refer to the definition of "management or control" in the Regulations.

2. 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 No

An alternative dispute resolution agent Yes No

A credit repair agency Yes No

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

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 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 ()

Fax number ()

E-mail address

Trading name

Physical Address

.....

Postal Code

Contact person

Telephone number ()

Fax number ()

E-mail address

PART 5 - SUPPLEMENTARY REGISTRATION IN TERMS OF SECTION 41 OF THE ACT

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:

1.1 Co-operative loans to members

1.2 Educational credit

1.3 Small Business Credit

1.4 Low Income Housing Credit

1.5 Other, specify

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

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 More entering into any developmental credit agreement.

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.

5. Total number of business premises

PART 6 - DECLARATION BY CREDIT PROVIDER

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator, as set out in section 50 (2)(a) 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:

Duly authorised representative: Name

Signature.. ..

Capacity.. ..

If this application is completed on behalf of a juristic person, attach proof of authorisation.

PART 7 - 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:

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.....

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR SUPPLEMENTARY REGISTRATION IN TERMS OF SECTION 41 OF THE NATIONAL CREDIT ACT 34 OF 2005 TO PROVIDE DEVELOPMENTAL CREDIT

General information

1. The Applicant must submit the completed application form, together with the required documentation and application ~~fee~~ to ~~the~~ National Credit Regulator.
2. Only registered credit providers **who wish to obtain** supplementary registration to provide developmental credit, must submit this form.

PART 1 - APPLICANT'S 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 has 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/WILL 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 ()

Email address

Trading name

Physical Address

.....

..... Postal code

Contact person

Telephone number ()

Fax number ()

E-mail address

PART 3 - DECLARATION BY CREDIT PROVIDER

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator as set out in section 50 (2)(a) 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.....

Duly authorised representative: Name

Signature:.....

Capacity:.....

If this application is completed on behalf of a juristic person, attach proof of authorisation.

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR REGISTRATION AS A DEBT COUNSELLOR IN TERMS OF SECTION 44 OF THE NATIONAL CREDIT ACT 34 OF 2005

General information

The Applicant must submit the completed application form, together with the required documentation and application fee to the National Credit Regulator.

PART 1- APPLICANTS INFORMATION

1. Name of applicant

 - Title surname
 - First name and initials

2. Identity number
(attach certified copy of ID)
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 & EXPERIENCE

1. EDUCATION

- Qualification / Training
- Year achieved.....
- Institution that issued the qualification / certificate
- (attach certified copies of certificates)

Have you successfully completed an approved Debt Counselling course?YesNo ..

If yes, provide a certified copy of your certificate.

2. EXPERIENCE	1	2	3
Name of Employer
Dates of employment
Position held
Responsibilities
Contact Person.....
Contact Details

PART 3 - 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 ()

Faxnumber ()

E-mail address

PART 4 - DECLARATION BY DEBT COUNSELLOR

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator as set out in section 50 (2)(a) 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 a a 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:

Signatory:

Name of applicant

PART 5 - DISQUALIFICATION OF NATURAL PERSONS

Name of applicant

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 of 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

NCR Form 4

13. Is there any other matter or information which you wish to bring to the attention of the National Credit Regulator, relating to your *ethics*, or *professionalism* as a debt counselor, when considering your application?

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

14. I understand and consent to the National Credit Regulator or its authorised agent obtaining a copy of my record at the SAPS *criminal* Record centre and any registered credit bureau when considering my application.

15. 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.

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

Applicant's *signature*

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR REGISTRATION AS A CREDIT BUREAU IN TERMS OF SECTION 43 OF THE NATIONAL CREDIT ACT 34 OF 2005

General information

The applicant must submit the completed application form, together with the required documentation and application fee to the National Credit Regulator.

PART 1 - APPLICANT'S INFORMATION

- 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 number
- 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 number ()

Fax number ()

E-mail address

If external compliance officer, name of firm

Postal Address

Postal Code

Name of professional accredited body

Telephone number ()

13. Type of business conducted

Receive enquiries for purposes of credit applications	Yes	No
Receive information on conclusion of credit agreements	Yes	No
Receive information on payment history or patterns	Yes	No
Receive consumer credit information	Yes	No
Investigate credit applications	Yes	No
Investigate credit agreements	Yes	No
Investigate payment history or patterns	Yes	No
Investigate personal financial information	Yes	No
Compile and maintain data from <i>SUCH</i> reports	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: (See definition of "general management or control" in the Regulations)

- A credit provider 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 3 - 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 4 - HUMAN, FINANCIAL AND OPERATIONAL RESOURCES

1. Human resources

1.1 Indicate the number of staff employed.

1.2 Does the applicant have a call centre? Yes No

1.3 Indicate the number of staff responsible for the call centre.

3 Number of calls received daily.....

b) Number of staff employed in the call centre on a daily basis

1.5 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.

.....

.....

1.6 If the applicant does not have a call centre, indicate how the Applicant intends on dealing with enquiries, and who will be responsible for dealing with such enquiries?

.....

.....

.....

2. Financial resources

Provide a copy of the applicant's most recent audited financial statements

3. Operational resources

- 3-1 Do I have a fixed business address? No Ye
- 3.2 Do you have adequate access to communication facilities, including telephone, typing, fax and copying facilities? Yes No
- 3.3 Do you have adequate storage and filing systems for the safe-keeping of all records? Yes No
- 3.4 Do you have procedures in place and sufficient resources to accept the filing of consumer credit information? Yes No
- 3.5 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
- 3.6 Do you have procedures in place and sufficient resources to retain consumer credit information reported to you for the prescribed period? Yes No
- 3.7 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
- 3.8 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
- 3.9 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
- 3.10 Do you have sufficient resources to comply with accounting and reporting requirements in terms of this Act? Yes No
- 3.11 Do you have sufficient resources to ensure compliance with the requirements of the Act and the regulations? Yes No
- 3.12 If the answer to any of the above is "No", please provide a credible plan to acquire or develop these resources or procedures.

.....

.....

.....

.....

PART 5 - 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 consumers 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

10. If the answer to any of the above is "No", please provide a credible plan to acquire or develop these resources or procedures.

PART 6 - 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.

1. Total number of business premises

2. 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 7 - DECLARATION BY CREDIT BUREAU

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator as set out in section 50(2)(a) 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 authorised representative of Applicant

Attach proof of authorisation.

PART 8 – 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. (For a definition of "general management or control" refer to the definitions in the regulations)

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?
- 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?YesNo

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 SAPS69Yes 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 for 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

NATIONAL CREDIT REGULATOR

NOTICE BY NATURAL PERSON WHO BECOMES DISQUALIFIED IN TERMS OF SECTION 47(3)(a) OF THE NATIONAL CREDIT ACT 34 OF 2005, TO THE NATIONAL CREDIT REGULATOR AND THE REGISTRANT

Name of Registrant (Herein referred to as "the Registrant")

NCR Registration Number

Name of Natural Person disqualified from registration

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

E-mail

To : The National Credit Regulator

And to : {insert name of the registrant}

Address

.....

I,

(insert full names and surname) in my capacity as (insert capacity)

of (insert name of

registrant) hereby give notice to the National Credit Regulator and the said Registrant that I no longer qualify for registration as required in terms of section 46(3) of the National Credit Act 34 of 2005, for the following reasons:

.....

.....

.....

.....

Signed at [place] on this [day] of [month] of [year]

Signature of individual registrant

Full name of signatory

NATIONAL CREDIT REGULATOR

NOTICE OF IMPOSITION OF CONDITIONS ON THE REGISTRATION OF REGISTRANT IN TERMS OF SECTION 48(3) OF THE NATIONAL CREDIT ACT 34 OF 2005

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] of [year]

Signature of duly authorised representative of National Credit Regulator

Full names of signatory

NATIONAL CREDIT REGULATOR

REQUEST BY REGISTRANT FOR REVIEW OF CONDITIONS IN TERMS OF SECTION 49(1)(a) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Registrant

NCR Registration Number

Contact telephone number (.....)

E-mail

Address

.....

To:

The National Credit

Please take notice that the Registrant hereby applies to the National Credit Regulator in terms of Section 49(1)(a) of the National Credit Act 34 of 2005 to have its conditions of registration reviewed on the following grounds:

(insert grounds for application to review conditions of registration)

.....

.....

Signed at [place] on this [day] of [month] of [year]

Signature of Registrant or duly authorised representative

Full names of signatory

NATIONAL CREDIT REGULATOR

CERTIFICATE

This is to certify that

Identity number or company registration number

Insert registration number issued by National Credit Regulator

Insert Trading number or name of branch

Has been registered as

insert activities that registrant is permitted to engage in

in terms of

insert section

of the National Credit Act 34 of 2005

Duly authorised representative of the National Credit Regulator

Certificate Number

Date Issued

NATIONAL CREDIT REGULATOR

NOTICE TO CANCEL REGISTRATION IN TERMS OF SECTION 58 OF THE NATIONAL CREDIT ACT 34 OF 2005

This form must be submitted to the National Credit Regulator.

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/are

Signed at [place] on this [day] of [month] of [year]

Signature of Registrant or duly authorized representative

Full names of signatory

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 National Credit Act 34 of 2005.

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 National Credit Act 34 of 2005.

The appointment is for the investigation of the activities of:

Registrant

Registration number

Physical address

Certificate number

valid for the period of _____

Chief Executive Officer

Date Issued

NATIONAL CREDIT REGULATOR

NOTICE OF NON-COMPLIANCE BY AN UNREGISTERED ENTITY/INDIVIDUAL IN TERMS OF SECTION 54(1) OF THE NATIONAL CREDIT ACT 34 OF 2005

To:

Name of unregistered entity

Address

.....

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

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 the 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 authorised to engage in the aforementioned activity with effect from the {insert date}

Note that the following penalty may be imposed for failure to discontinue the stated activity

Note that you may object to this Notice and request the National Consumer Tribunal, within 15 business days of receipt of this notice, to review the notice.

Furthermore, note that failure to comply with this notice is an offence.

Signed at [place] this [day] of [month] of [year]

Signature of duly authorized representative of the National credit Regulator

Full names of signatory

NATIONAL CREDIT REGULATOR

NOTICE TO REGISTRANT TO COMPLY IN TERMS OF SECTION 55(1) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Registrant/Natural Person/Association of Persons*

NCR Registration Number (if applicable)

Contact telephone number ()

E-mail

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

.....

d) are required to take the following steps within the stated period:

.....

The following penalty may be imposed if these steps are not taken:

.....

Kindly note that you may object to this Notice and request the National Consumer Tribunal, within 15 business days of receipt of this notice, to review the notice.

Kindly also further note that failure to comply with this notice may result in the matter being referred to the National Prosecuting Authority or the National Consumer Tribunal.

Signed at [place] on this [day] of [month] of [year]

Signature of duly authorised representative of the National Credit Regulator

Full names of signatory

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

And to

2. The National Credit Regulator.

PART 1- 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 compliance notice (attach copy 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 business days of the date of notice, provide reasons why Tribunal should consider the notice in terms of section 56(1)(b)

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

PART 3 * DECLARATION BY APPLICANT

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

Date:

Signature of duly authorized representative of ~~the~~ National Credit Regulator

~~Full names of~~ signatory

NATIONAL CREDIT REGULATOR

NOTICE OF CREDIT PROVIDER OF CREDIT EXCLUDED FROM RECKLESS LENDING PROVISIONS IN TERMS OF SECTION 78(2) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Credit Provider

NCR Registration Number

Contact telephone number ()

E-mail

The abovementioned credit provider hereby gives notice as required in terms of section 78(2) of the National Credit Act 34 of 2005 of the following credit agreements concluded, which are exempt from the reckless lending provisions:

Date of credit as —	Consumer's name	consumers Identity number	school loan	Emergency loan (proof of emergency obtained)	Public interest credit agreement

Signed at [place] on this [day] of [month] of [year]

Signature of Credit Provider/duly authorised representative

Full names of signatory

NATIONAL CREDIT REGULATOR

APPLICATION BY CONSUMER FOR DEBT REVIEW IN TERMS OF SECTION 86 OF THE NATIONAL CREDIT ACT 34 OF 2005

Please note that:

- 1) **On receipt of this application the Debt Counselor will advise all credit providers and all registered credit bureaus that you have applied for debt review;**
- 2) **You will be listed with all registered credit bureaus that you have applied for debt review;**
- 3) **This form must be accompanied by a list of all credit providers as well as copies of all documents requested;**
- 4) **Should any documents not be submitted within 10 days of the Application being received by the Debt Counselor, your application will not be accepted.**

PART 1 - PERSONAL INFORMATION

Full names and surname

Identity number.....

Physical Address

..... Postal code.....

Postal Address

..... Postal Code

Telephone number (work) ()

Telephone number (home) ()

Cell phone number ()

e-mail address (if any)

Name of employer

Address of employer

PART 2 - INCOME

(Please attach a copy of your salary slip)

Gross salary _____

Deductions _____

Tax: _____

Medical Aid: _____

Pension: _____

Other deductions (specify): _____

Total Deductions _____

Other income (specify the source):

Total Income

commitment	Monthly expense

PART 4 - DEBT OBLIGATIONS

(Please provide copies of all outstanding balances due)

Debt Commitment (ie personal loan)	Name of creditor	Total amount outstanding	Monthly Commitment

PART 5 - DECLARATION BY THE CONSUMER

I declare as follows:

1. I undertake to comply **with all** requests from the debt counselor to assist him/her to evaluate my state of indebtedness **and the** prospects for responsible debt restructuring
2. I hereby **consent** to the submission of **my information** to all registered credit bureaus by the debt counsellor;
3. I **also** consent that the debt counselor **may** obtain my credit record from any/all registered credit bureaus and any other registers which **may** contain any of my credit information;
4. I undertake **not to enter** into any further credit agreements, other than a consolidated agreement, with any credit provider **until one** of the following events has occurred:
 - a. The debt counselor **rejects** my application;
 - b. The court determines that I **am** not over-indebted; **or**
 - c. All my obligations under credit agreements **as** re-arranged are fulfilled;
5. I **confirm that** the **information** contained in this document is, to the best of my knowledge, true and correct.

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

Signature

(On the letterhead of the debt counsellor)

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

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

FROM: Name of Debt Counsellor

NCR registration number

Address

.....

Contact Number

DATE

NOTIFICATION TO ALL CREDIT PROVIDERS AND ALL REGISTERED CREDIT BUREAUS IN TERMS OF SECTION 86(4)(b)(i)(ii) OF THE NATIONAL CREDITACT 34 OF 2005

Full names and surname of Consumer

Identity number of Consumer

This notice serves to advise you that the abovementioned consumer has applied for debt review in terms of section 86 of the National Credit Act, 34 of 2005.

All credit bureaus are advised to list the abovementioned consumer, within 5 days of receipt of this notice, as having applied for debt review,

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

Debt Counsell.....

(On the letterhead of the debt counsellor)

TO: (An individually addressed notification ~~must~~ be sent to a d i t department of each credit provider listed in application ~~for~~ debt review)

AND TO: (An individually addressed notification ~~must~~ sent to each registered credit bureau)

FROM: Name of Debt counsellor
NCR registration number
Address
.....
Contact Number

DATE:

Full name of Consumer
Identity number of Consumer

This notice serves to advise you that

- (a) the abovementioned consumer's application for debt ~~review~~ was rejected in terms of Section 86(7)(a) of the National Credit Act 34 of 2005; or
- (b) the abovementioned consumer's application for debt review was successful and the debt obligations are in the process of being restructured; or
- (c) the abovementioned consumer's debt obligations have been restructured and a court / Tribunal order has been issued, the details of which are as follows:
 - (i) Case Number;
 - (ii) magistrates' Court for the district of / Tribunal

All credit bureaus are advised to update the abovementioned consumer's record, within 5 days of receipt of this notice, as set out above.

Signed at [place] on this [day] of [month] of [year]

Debt Counsellor

NATIONAL CREDIT REGULATOR

APPLICATION BY CONSUMER TO COURT FOR DEBT REVIEW IN TERMS OF SECTION 86(9) OF THE NATIONAL CREDIT ACT 34 OF 2005

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF

HELD AT CASE NO:

In the matter of- (insert consumer's full names, surname and identity number)

.....

.....

(Herein referred to as the Applicant)

KINDLY TAKE NOTICE that application will be made to the above Honourable Court on _____

at for the following order(s):

- 1) That the Applicant is granted leave in terms of Section 86(9) to bring this application;
- 2) That the Applicant is over-indebted as set out in Section 79 of the National Credit Act 34 of 2005 and
 - (a) That the agreements listed in Annexure "A" be declared reckless as set out in Section 80 of the National Credit Act 34 of 2005, and/or
 - (b) that the Applicant's debt obligations be restructured as set out in Annexure "B"

The letter of rejection of the Applicant's application to the Debt counsellor is attached hereto as Annexure "C".

The Applicant's affidavit in support of this application sets out the reasons why the application should be considered and is attached hereto as Annexure "D"

The Applicant confirms that notice of this application has been given to all creditors and the debt counselor who issued the letter of rejection.

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

Signed at [place] on this [day] of [month] of [year]

Signature of Applicant/Consumer

Full name and address of Applicant

.....

.....

.....

NATIONAL CREDIT REGULATOR

CLEARANCE CERTIFICATE ISSUED IN TERMS OF SECTION 71(2)(b)(i) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Debt Counsellor:

NCR Registration No
 Contact Telephone number (.....)

This is to certify that the following consumer:

Full names and surname of consumer:

Identity Number:

Court / Tribunal Number:

Has discharged all his/her obligations in terms of the debt re-arrangement order granted by the Court / Tribunal
 (insert date of order) in terms of Section 86(7)(c) of the National
 Credit Act 34 of 2005.

The debts set out hereunder have been settled in full:

Name of credit provider	Date of last payment	Full amount settled

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

Debt Counsellor..... (Signature).

PRE-AGREEMENT STATEMENT & QUOTATION FOR SMALL CREDIT AGREEMENTS
in terms of section 92 of the National Credit Act 34 of 2005

NCR number:

FORM20

Name of credit provider: Physical address:	Name of consumer: Physical address:
Contact number of credit provider: Date:	Contact number of consumer: Id No/CIPRO/ registration number:

SUMMARY

Credit advanced/ value of goods or services provided on credit	R <input type="text"/>	Instalment, including interest, fees & credit life insurance, excluding optional insurance	R <input type="text"/>
Deposit, to be paid & deducted	R <input type="text"/>	Number of instalments	<input type="text"/>
Instalments payable	<i>specify: monthly/weekly/other</i> <input type="text"/>	Total all instalments, including interest, fees & credit life insurance, excluding optional insurance	R <input type="text"/>
Initiation fee, charged up front:	R <input type="text"/>	Annual Interest Rate	<input type="text"/> %
Monthly service fee, included in instalment	R <input type="text"/>	Credit life insurance, included in instalment	R <input type="text"/>

Total of additional charges which will be included in the account, and have been included in the calculation of the instalment:- R

Additional charges, per section 102(b) to (g)

.....
.....

OPTIONAL ITEMS, WHICH WILL BE ADDED TO INSTALMENT	OTHER OPTIONAL ITEMS
Additional monthly premium for optional insurance R <input type="text"/> Description of optional insurance:

<i>{Description of security required & of conditions under which possession would occur}</i>	<i>{Information regarding payments, including method of payment, date of the first payment and date of last payment}</i>
.....
.....

Further information on significant rights or obligations imposed on the consumer.

.....

.....

.....

.....

Signature: _____
Credit Provider Representative

Consumer

[THIS QUOTE IS BINDING FOR 5 DAYS]

QUOTATION FOR INTERMEDIATE & LARGE CREDIT AGREEMENTS
 in terms of section 92(2) of the National Credit Act 34 of 2005
 page 1

Name of credit provider: physical address:	Name of consumer: Physical address:
Contact number of credit provider:	Contact number of consumer:

PART A: Amount advanced

Credit advanced or value of goods or services provided on credit	R <input style="width: 100%;" type="text"/>
Initiation fee, if the consumer declined the offer to make payment separately	R <input style="width: 100%;" type="text"/>
Total of additional charges (Part B)	R <input style="width: 100%;" type="text"/>
Deduct deposit required	minus R <input style="width: 100%;" type="text"/>
Total amount deferred per credit agreement	R <input style="width: 100%;" type="text"/>

PART B: Instalment payable

Instalment in respect of total amount deferred	R <input style="width: 100%;" type="text"/>
Monthly service fee	R <input style="width: 100%;" type="text"/>
Monthly premium for credit life insurance	R <input style="width: 100%;" type="text"/>
Number of instalments <input style="width: 50px;" type="text"/> frequency _____ Total instalment	R <input style="width: 100%;" type="text"/>

PART C: Total cost and interest rate

Total amount deferred per credit agreement	R <input style="width: 100%;" type="text"/>
Total interest, fees & credit life insurance	R <input style="width: 100%;" type="text"/>
Total amount repayable = total of all instalments (excluding optional insurance)	R <input style="width: 100%;" type="text"/>
Annual Interest Rate	<input style="width: 100%;" type="text"/> %

Part D Optional items

OPTIONAL ITEMS, WHICH WILL BE ADDED TO INSTALMENT	OTHER OPTIONAL ITEMS
Additional monthly premium for optional insurance R <input style="width: 100%;" type="text"/>
Description of optional insurance:
.....

	R
	R
	R
<i>(list items that are applicable, and amount per item)</i>	Total of charges added to the agreement (per Part A)
	R <input style="width: 100%;" type="text"/>

PART G Repayment arrangements

(Insert information regarding the frequency of payments, including method of payment, date of the first payment and date of last payment)

.....

.....

[THIS QUOTE IS BINDING FOR 5 DAYS]

PRE-AGREEMENT STATEMENT & QUOTATION FOR INTERMEDIATE AND LARGE CREDIT AGREEMENTS
in terms of section 92(2) of the National Credit Act 34 of 2005

- page 2 -

PART H: Further information on rights and obligations

{Add further information on material aspects of the rights and obligations of the consumer and credit provider in respect of the proposed credit agreement, as required; Where a transaction fee is charged, indicate 'transaction fee' in service fee above, and describe fees and basis for levying such fees in this section; Include further disclosure required by legislation in respect of any item above, where applicable. Consider in particular disclosure requirements of section 106 and 121(3)}

PART I: Further information on features of credit product

{add further information on material features or attributes of the credit products or proposed credit agreement, as required}

- add further pages if required -

Signature:

Credit Provider Representative

Consumer

SMALL AGREEMENTS
IN TERMS OF SECTION 93(2) OF THE NATIONAL CREDIT ACT 34 of 2005
FORM 20.2

_____ {Insert type of agreement}

entered into between:

_____ {Insert credit provider's name}
 _____ {Insert credit provider's NCR Registration number}
 _____ {Insert credit provider's physical address}

 _____ {Insert contact number for credit provider}

and

_____ {Insert consumer's name}
 _____ {Insert consumer's id number/CIPRO or other official
 registration number}
 _____ {Insert consumer's physical address}

 _____ {Insert contact number for consumer}

{The following information must be contained in the agreement. The credit provider may disclose any other information necessary.}

1. **Payment Schedule**
 The payment schedule attached hereto sets out the information relating to the credit extended and must be read as part of this agreement.
 {Attach a copy of the quote setting out the prescribed information}
2. **Security (if applicable)**
 {Set out all the information relating to the security provided by the consumer, which information must include: a description of the security, the value of the security as well as the circumstances under which the security will be utilised by the credit provider.}
3. **Payments**
 {Set out the frequency of payments, the number of payments, the date of the first and last payment. In cases where a credit facility is provided, maximum utilisation of the credit must be assumed. In cases of pawn transactions, it is compulsory to state the last date of payment as per section 99 of the Act}
4. **Insurance**
 {All information as required in section 106 of the Act must be disclosed, including the monthly premium amount, a description of the circumstances under which the insurance will be paid to the credit provider, the nature of the insurance and any fee or commission which the credit provider may be entitled to}
5. **Statements**
 {State the frequency of statements and the manner in which it will be delivered. This does not apply to pawn transactions.}
6. **Default administration costs**
 {State the circumstances under which the default administration costs will be charged, as well as the amounts}
7. **Reasonable rental to be charged in terms of section 121(3)(b)(ii) (if applicable)**
 {Stipulation of situation when rental becomes payable, the amount and basis upon which it will be calculated, if applicable}

8. **Consumer's right to rescind the agreement (if applicable)**
{State the information pertaining to the consumer's right to rescind the agreement under section 121 of the Act, if applicable}
9. **Early settlement**
{State consumer's rights and obligation when electing to settle the agreement early in terms of section 125 of the Act}
10. **Consumer's right to terminate the agreement**
{State consumer's rights and obligations regarding termination of the agreement as per section 122 of the Act}
11. **Credit provider's right to terminate the agreement**
{State credit provider's rights and obligations regarding termination of the agreement as per section 123 of the Act and circumstances under which it may be done as well as the consequences for the consumer}
12. **Obligation to disclose location of goods (if applicable)**
{State consumer's obligations to disclose the location of goods as per section 97 of the Act, if applicable, as well as the consequences of failure to do so.}
13. **Surrender of goods (if applicable)**
{State consumer's rights and obligations regarding surrendering of goods as per section 127 of the Act, if applicable}
14. **Addresses for receiving of documents**
{State that the addresses listed at the top of the agreement will be the addresses where the parties will accept documents, pleadings and notices relating to the agreement. Provide the consumer with details as to how to change the address, as per section 96}
15. **Penalty interest on arrear amounts**
{State that penalty interest on amounts in arrear will be the same as the interest rate charged in respect of the agreement}
16. **Marketing option and annual increases in credit limits**
{Provide the consumer with a statement to select any of the option set out in section 74 (6), to be excluded from telemarketing campaign, marketing or consumer lists or mass distribution. Also afford consumer the chance to decline the option of a pre-approved credit limit increase in the case of a credit facility}
17. **Reduction of credit limit under credit facility (if applicable)**
{State the consumer's right in terms of section 118 to reduce the credit limit under a credit facility, if applicable}

Signed at _____ [place]

on _____ [day] of [month] [year]

Signature of Credit Provider or duly authorised representative_____
Signature of Consumer

NATIONAL CREDIT REGULATOR

DISCLOSURE IN TERMS OF SECTION 106(5)(b) OF THE NATIONAL CREDIT ACT 34 OF 2005

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 (the Credit Provider) to you (the Consumer) accrues the following:-

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

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

(iii) Premium payable R

Signed at [place] on this [day] of [month] of [year]

Consumer's signature

(*delete which is not applicable)

NATIONAL CREDIT REGULATOR

AUTHORITY GRANTED IN TERMS OF SECTION 106(6)(a) OF THE NATIONAL CREDIT ACT 34 OF 2005

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) debit my account with premiums paid on my behalf:-

on a monthly basis (in the case of small, intermediate or large agreement);

on an annual basis (for large agreements);

Signed at [place] on this [day] of [month] of [year]

Signature of Consumer

NATIONAL CREDIT REGULATOR

NOMINATION & AUTHORITY GRANTED IN TERMS OF SECTION 106(6)(b) OF THE NATIONAL CREDIT ACT 34 OF 2005

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:-

(i)
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;

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

(iii)
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] of [year]

Consumer's signature

NATIONAL CREDIT REGULATOR

NOTICE IN TERMS OF SECTION 97(2) OF THE NATIONAL CREDIT ACT 34 OF 2005

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] of [year]

Customers Signature

NATIONAL CREDIT REGULATOR

NOTICE IN TERMS OF SECTION 97(3) OF THE NATIONAL CREDIT ACT 34 OF 2005

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 ~~land~~ of premises (if applicable)

Signed at [place] on this [day] of [month] of [year]

Consumer's signature

STATEMENT AS AT YY/MM/DD

Consumer Name:

Credit provider Name & trading name:

Postal address:

.....

Physical address of credit provider:

.....

.....

Postal address of credit provider:

.....

.....

Telephone number:

NCR Registration Number:

ID number:

Principal debt:

Account number:

Annual rate of interest:)

Start date:

(Monthly/weekly/Fortnightly)Instalment

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;		R	
	Fees levied;		R	
	Interest accrued;		R	
	Insurance costs levied;		R	

CURRENT	30 DAYS	60 DAYS	90 DAYS +	ARREARS	OUTSTANDING BALANCE

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)* the asset deposited by you or for your benefit and held by the credit provider or third party. [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 this [day] of [month] of [year]

Signature of duly authorised representative

Full names of signatory

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) ()
 Faxnumber () Email address
7. Complainant's details:
 7.1 Full names
 7.2. CIPRO number
 7.3. Contact details of complainant
 Telephone number (work) ()
 Telephone number (cellular) ()
 Fax number () Email address
8. Respondent's details:
 8.1 Full name of respondent
 8.2. CIPRO number
 8.3. Contact details of respondent
 Telephone number (work) ()
 Telephone number (cellular) ()
 Fax number () Email address
9. Findings of the agent
10. Description and reason for process failure
11. Attachments of relevant documentation (specify)

PART 2 . DECLARATION BY AGENT

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 Section 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
2. If you are a third party, completing this form on behalf of an individual, kindly refer to the regulations 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

Complaint Initiation Form

1. Name of Complainant:

2. ID/CIPRO 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 as 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 50 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 OF THE NATIONAL CREDIT ACT 34 OF 2005 (Application by NCR to Tribunal)

PART 1- APPLICANT INFORMATION

1.Details of applicant from the National Credit Regulator

Title (Hon/Dr/Mr/Mrs/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.Name of participant / E

2.CIPRO number

3.Sector of industry (if applicable)

4.Application reason

- For an order resolving a dispute over information held by a credit bureau, in terms of Part B of Chapter 4
- For a declaration that all or part of a credit agreement is unlawful in terms of section 89 or 90
- For an order compelling the delivery of a statement of account or to review a statement in terms of Part D of Chapter 5
- 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
- For leave to bring a complaint directly before the Tribunal
- 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

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

Date: Name of authorised signatory:

Signature

NATIONAL CREDIT REGUMTOR

NOTICE OF NON-REFERRAL ISSUED BY THE NATIONAL CREDIT REGULATOR IN TERMS OF SECTION 139(1)(a) OF THE NATIONAL CREDIT ACT 34 OF 2005 IN TERMS OF A COMPLAINT

PART 1 - THE PARTIES

1, Complainant

Full names and surname

Identity number / passport number

Telephone number (work) ()

Telephone number (home) ()

2. Entity / Person complained about

Name of Entity / Person

NCR Registration number (if applicable)

Address of Entity / Person

.....

.....

PART 2 - THE COMPLAINT

Date on which complaint was lodged:

Short description of complaint:

.....

.....

.....

PART 3 - REASONS FOR NON-REFERAL

Description and reasons for non-referral:

.....

.....

.....

Signed at [place], on this [day] of [month] of [year].

Signature of duly authorised representative of the National Credit Regulator

Full names of signatory

NATIONAL CREDIT REGULATOR

REFERRAL TO THE NATIONAL CONSUMER TRIBUNAL BY THE NATIONAL CREDIT REGULATOR IN TERMS OF SECTION 140(1) OR A COMPLAINANT IN TERMS OF SECTION 141(1) OF THE NATIONAL CREDIT ACT 34 OF 2005

PART 1- THE PARTIES

1. Complainant (if referral is in terms of section 141(1))

Full names and surname

Identity number / passport number

Telephone number (work) ()

Telephone number (home) ()

2. Entity / Person complained about

Name of Entity / Person

NCR Registration number (if applicable)

Address of Entity / Person

.....

.....

PART 2 - THE COMPLAINT

Date on which complaint was lodged:

Description of complaint:

.....

.....

PART 3 - REASONS, RELIEF AND LEAVE REQUIRED

Description and reasons for referral:

.....

.....

Provide details for the relief/order sought:

.....

.....

In the event that leave *should* be obtained from the Tribunal, provide reasons why leave should be granted:

.....

.....

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

Signature of duly authorised representative of the National Credit Regulator

Full names of signatory

NATIONAL CREDIT REGULATOR

NOTICE OF APPLICATION IN TERMS OF SECTION 141(2)(a) OF THE NATIONAL CREDIT ACT 34 OF 2005

CASE NO: X/X

In the matter of:- (insert full names of applicant) **APPLICANT**

AND

(insert full names 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)

KINDLY TAKE NOTICE that application will be made on [day] the [date] of
[month] 2006 at [time].....

or so soon thereafter as the matter maybe heard for an order in the 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
documents relating to this matter.

Signed at [place] on this [day] of [month] of [year]

Signature of Applicant

Full name and address of Applicant

NATIONAL CREDIT REGULATOR

NCR REGISTER OF REGISTRANTS IN TERMS OF SECTION 53(1) OF THE NATIONAL CREDIT ACT 34 OF 2005

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..... 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..... No.....

Email address

Contact person

Alterations of registration (if applicable)

NATIONAL CREDIT REGULATOR

NCR REGISTER OF PROVINCIAL REGISTRANTS IN TERMS OF SECTION 53(1)(b) OF THE NATIONAL CREDIT ACT 34 OF 2005

PROVINCE

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

No..... 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

APPLICATION FOR INFORMATION IN TERMS OF SECTION 14(c)(ii) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of the Applicant:

Address

Telephone number Code: (.....)

To : The National Credit Regulator

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] of [year].....

Signature of Applicant

Full name of signatory.....
.....

**REGISTER OF MARKETING OPTIONS IN TERMS OF SECTION 74(7)(a) OF THE
NATIONAL CREDIT ACT 34 OF 2005**

Consumer's full name

Consumer's account number

Consumer's contact details

.....

Date on which option was selected by consumer

Tick which marketing option was selected by the consumer

- Consumer declined pre-approved annual credit limit increases
- Consumer opted to be excluded from telemarketing campaigns by or on behalf of the credit provider
- Consumer opted to be excluded from marketing or customer list sold or distributed by credit provider
- Consumer opted to be excluded from distribution of any mass sms or email messages

**REGISTER OF AGENTS IN TERMS OF SECTION 163(2)(b)
OF THE NATIONAL CREDIT ACT 34 OF 2005**

No.

Full name(s) and surname of agent

Agent's identity number

Date of appointment of agent

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

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

Agents' Identity Card

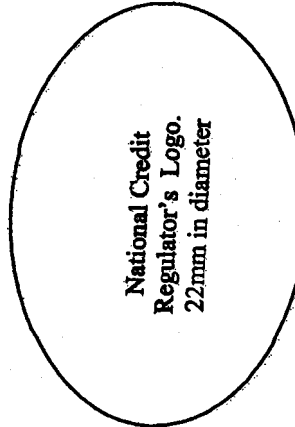
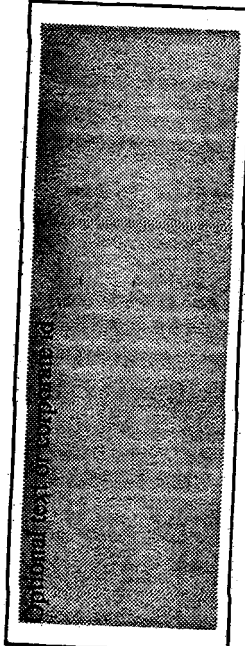
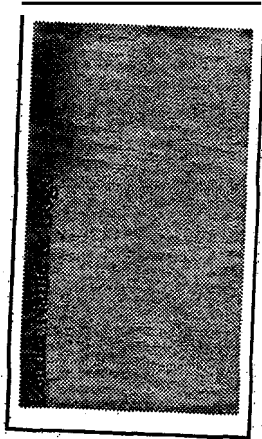
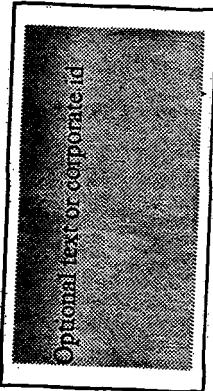
NCR Form 38

Agent:

Name: *{Only required if agent has no other form of identification}*

ID No/CIPRO or other: *{Only required if agent has no other form of identification}*

**Agent/employee's photo,
Position & size mandatory
{Only required if agent has
no other form of
identification}**



**National Credit Regulator
FORM 39 STATISTICAL RETURN**

Line		Page 1/14
1 Name of Registered Entity		
2 NCR Registration Number	DTI CIPRO No	
6 Start of reporting period	dd/mm/yyyy	
7 End of reporting period	dd/mm/yyyy	
4 Name/ designation person completed this form		
5 E-Mail		
6 Contact telephone number	Code	Number

1 Summary of All Credit Agreements

Section 1: Summary Of Credit Agreement/ transaction flow

Information provided in Section 1 relates to credit agreements entered info and credit facilities utilised during the reporting period

1.1 Applications and Rejections

1.1.1 Number of applications for credit and credit facilities received	Number	
1.1.2 Number of applications rejected	Number	

1.2 Credit agreements entered into and credit facility transactions effected

1.2.1 Total Rand value of credit agreements entered into reporting period	R	
1.2.2 Total Number of credit agreements entered into during period	Number	
1.2.3 Total rand value of credit facility transactions utilised	R	
1.2.4 Total number of credit facility transactions effected	Number	

1.3 Provincial Distribution of credit agreement and credit facility transactions

	Eastern Cape	Free State	Gauteng	Kwa Zulu Nat.	Limpopo
1.3.1 R' value of credit agreements					
1.3.2 R' value credit facility trans.					
	Mpumalanga	Northern Cape	North West	Western Cape	
1.3.3 R' value of credit agreements					
1.3.4 R' value credit facility trans.					

Low Income, Historically Disadvantaged Persons

1.4.3 Credit agreements with/ facility transactions by HDPs		
1.4.4 Credit agreements with/ facility transactions by low income		
1.4.5 Credit agreements with/ facility transactions by women		
1.4.6 Credit agreements/ facility transactions with juristic persons		
1.4.7 Credit agreements/ facility trans-with residents of rural/ low density areas		

--

1 Name of Registered Entity		
2 NCR Registration Number		
3 Start of reporting period	dd/mm/yyyy	
4 End of reporting period	dd/mm/yyyy	

3 Section 3: Credit Agreements Entered into during quarter							
3.1 Value and Volume of credit agreements entered into during reporting period							
		0K-R50K	R51K-R100K	R101K-R150K	R151K-R350K	R351K-R700K	≥700K
R Value							
Number							
Ave Term							

3.2 Gender, Low Income, Historically Disadvantaged Persons, Low density areas		
	<i>Agreements entered into during reporting period</i>	Number Rand Value
	Number of applications received from HDPs	
	Number of applications from HDPs rejected	
	Credit agreements entered in & with HDPs	
	Credit agreements entered into with low income persons	
	Credit agreements with residents of rural/ low density areas	
	Credit agreements with juristic persons	
	Credit agreements with women	

3.3 Income Categories of clients- Gross Income Categories of Individuals							
	R0 - R3500	R3501-R5500	R5501-R7500	R7501-R10K	R10.1K-R15K	>R15000	Total
R Value							
Number							

Number of accounts that make up the debtors book	Number
Rand value of write-offs during period	Rand
Number of accounts written-off during period	Number

	Current	30 Days	31 to 60 Days	61- 90 Days	90-120	120+	Total
R Value							
Number							

**National Credit Regulator
FORM 39 STATISTICAL RETURN**

1 Name of Registered Entity _____
 2 NCR Registration Number _____
 3 Start of reporting period **dd/mm/yyyy** _____
 4 End of reporting period **dd/mm/yyyy** _____

Credit Facilities

5 Section 5: Credit Facility Transactions effected

5.1 Value, Volume of credit facility transactions effected

Bank products	Overdraft	Credit	Garage	Other	Total
Value of credit used	Bank Account	Card	Card	Facility	
Rand Value of credit used					
Number of facility transactions					
Retail and Other Products	Store card	Store card	Store card	Store card	Services
	Furniture	Clothing	Other Durable	Semi Durable	
Rand Value of credit used					
Number of facility transactions					

5.2 Gender, Low Income, Historically Disadvantaged Persons, Low density areas

	Number	Rand Value
Number of applications received from HDPs		
Number of applications from HDPs rejected		
Credit facility transactions by HDPs		
Credit facility transactions by low income people		
Credit facility transact by residents in rural/low dens.areas		
Credit facility transactions by women		
Credit facility transactions by juristic person		

5.3 Income Categories. Gross Income Categories of individuals

	RO - R3500	R3501-R5500	R5501-R7500	R7501-R10K	R10.1K- R15K	>R15000	Total
R Value							
Number							

Total Rand Value of credit facility limits **Rand** _____
 Total Rand Value of credit facility limits for HDPs **Rand** _____
 Average credit limit all credit facility accounts **Rand** _____
 Average credit limit for HDP credit facility accounts **Rand** _____

6 Section 6: Debtors Book

Total Gross value of debtors book on last day of period **'Rand** _____
 Minus: Total provision for doubtful debt on last day of period **'Rand** _____
 Equals: **Net value** of debtors book on last day of period **'Rand** _____
 Number of accounts that make up the debtors book **'Number** _____
 Rand value of write-offs during period **'Rand** _____
 Number of accounts written-off during period **'Number** _____

Age Analysis of Debtors Book

	Current	30 Days	31 to 60 Days	61- 90 Days	90-120	120+	Total
R Value							
Number							

**National Credit Regulator
FORM 39 STATISTICAL RETURN**

UNSECURED CREDIT TRANSACTIONS							
7 Section 7: Credit Agreement Flow							
7.1 Value and Volume according to TERM							
	Medium	6 Months	9 & 12 Months	18 Months	24 Months	36 Months	Total
	R' Value						
	# of Loans						
	Long Term		3.1-5 Years	5.1-10 Years	10.1- 20 Years	>20.1 Years	Total
	R' Value						
	# of Loans						
7.2 Value and Volume according to Size bands							
		0K-R3K	R3.1K-R5K	R5.1K-R8K	R8.1K-R10K	R10.1K-R15K	R15.1K+
	R' Value						
	# of Loans						
	AVERAGE						
7.3 Gender, Low Income, Historically Disadvantaged Persons, Low density areas							
					Number	Rand Value	
	Number of applications received from HDPs						
	Number of applications from HDPs rejected						
	Credit agreements entered into with HDPs						
	Credit agreements entered into with low income people						
	Credit agreements with residents in rural/low density areas						
	Credit agreements with women						
	Credit agreements with juristic persons						
7.4 Income Categories of clients- Gross Income Categories							
	R0 - R3500	R3501-R5500	R5501-R7500	R7501-R10K	R10.1K- R15K	>R15000	Total
R Value							
Number							
7.5 Purpose of credit							
	Housing and related	Education	Small business	Emergency (See below)	Service	Other	Total
R Value							
Number							
Emergency loans analysis							
		Death/Funeral	Medical	Income loss	Loss-theft or fire	Other Emergency	Total
Rand Value							
Number							

8 Section 8: Summary of Debtors book							
	Total gross value of debtors book on last day of period					Rand	
	Minus: Total provision for doubtful debt on last day of period					Rand	
	Equals Net value of debtors book on last day of period					Rand	
	Number of accounts that make up the debtors book					Number	
	Rand value of write-offs during period					Rand	
	Number of accounts written-off during period					Number	
Age Analysis of Debtors Book							
	Current	30 Days	31 to 60 Days	61- 90 Days	90-120	120+	Total
R Value							
Number							

--

1 Name of Registered Entity
 2 NCR Registration Number
 3 Start of reporting period dd/mm/yyyy
 4 End of reporting period dd/mm/yyyy

--

9.1 Value and Volume according to TERM							
	Medium	< 1 Month	1 Month	3 Months	4 Months	6 Months	Total
R Value							
# of Loans							

9.2 Value and Volume according to Size bands							
	0-1000K	R1001-R2000	R2001-R3000	R3001-R5000	R5001-R7000	>R7000	
R Value							
# of Loans							
Average Term							

9.3 Historically Disadvantaged persons, Low density areas		
	Number	Rand/Value
Number of applications received from HDPs		
Number of applications from HDPs rejected		
Credit agreements entered into with HDPs		
Credit agreements entered into with low income people		
Credit agreements with residents in rural/low density areas		
Credit agreements with women		
Credit agreements with juristic persons		

9.4 Income Categories of clients- Gross Income Categories							
	R0 - R3500	R3501-R5500	R5501-R7500	R7501-R10K	R10.1K- R15K	>R15000	Total
R Value							
Number							

	Housing and related	Education	Small business	Emergency (See below)	Service	Other	Total
R Value							
Number							

Emergency loans analysis							
	Death/Funeral	Medical	Income loss	Loss-theft or fire	Other Emergency	Total	
Rand Value							
Number							

10 Section 10: Summary of Debtors book

Total gross value of debtors book on last day of period	Rand	
Minus: Total provision for doubtful debt on last day of period	Rand	
Equals: Net value of debtors book on last day of period	Rand	
Number of accounts that make up the debtors book	Number	
Rand value of write-offs during period	Rand	
Number of accounts written-off during period	Number	

Age Analysis of Debtors Book							
	Current	30 Days	31 to 60 Days	61-90 Days	90-120	120+	Total
R Value							
Number							

**National Credit Regulator
FORM 39 STATISTICAL RETURN**

Line

1 Name of Registered Entity		
2 NCR Registration Number		
3 Start of reporting period	dd/mm/yyyy	
4 End of reporting period	dd/mm/yyyy	

OTHER CREDIT AGREEMENTS

11 Section 11 Credit Agreement Flow

11.1 Value and Volume according to Size bands						
	0R-R1500	R1500-R3000	R3.1K-R5K	R5.1K-R10K	R10.1K-R20K	R20.1K-R40K
R Value						
# of Loans						
AVE Term						
11.2 Value and Volume according to Size bands Continue						
	R40.1K-R60K	R60.1-100K	R101K-R150	R151K-R200	R201K - R400K	>R400K
R Value						
# of Loans						
AVE Term						

11.3 Value and Volume according to purpose/utilisation

	Vehicles	Furniture	Clothing	Other Durable	Other Semi Durable	Services
R Value						
# of Loans						
AVE Term						

11.4 Gender, Low Income, Historically Disadvantaged Persons, Low density areas

	Number	Rand Value
Number of applications received from HDPs		
Number of applications from HDPs rejected		
Credit agreements entered into with HDPs		
credit agreements <i>entered</i> into with low income people		
Credit agreements with persons residing in low density areas		
Credit agreements with women		
credit agreements with juristic persons		

11.5 Income Categories of clients- Gross Income Categories —

	RO - R3500	R3501-R5500	R5501-R7500	R7501-R10K	R10.1K- R15K	>R15000	Total
R Value							
Number							

OTHER CREDIT AGREEMENTS Continue

12 Section 12: Summary of Debtors book

Total gross value of debtors book on last day of period	Rand						
Minus: Total provision for doubtful debt on last day of period	Rand						
Equals: Net value of debtors book on last day of period	Rand						
Number of accounts that make up the debtors book	Number						
Rand value of write-offs during period	Rand						
Number of accounts written-off during period	Number						
Age Analysis of Debtors Book							
	Current	30 Days	31 to 60 Days	61- 90 Days	90-120	120+	Total
R Value							
Number							

**National Credit Regulator
FORM 39 STATISTICAL RETURN**

Line

1 Name of Registered Entity		
2 NCR Registration Number		
3 Start of reporting period	dd/mm/yyyy	
4 End of reporting period	dd/mm/yyyy	

Developmental Credit

13 Section 13 Credit Agreement Flow

Value and Volume - Credit agreements entered into during period

13.1 Value and Volume according to Group and individual lending

	Group	Individual	Total
R' Value			
# of Loans			

13.2 Value and Volume according to TERM

Medium	<=4 months	5-12 months	12.1-24 months	24.1-36 months	>36 months	Total
R' Value						
# of Loans						

13.3 Value and Volume according to Size bands

	R1-R1500	R1501-R3000	R3.01K-R5K	R5.01K-R10K	R10.1K-R20K	R20K-R40K
R' Value						
# of Loans						
AVE Term						

13.4 Purpose of borrowing

	Small Business	Low Income Housing	Education Loan	Credit Co-op	Other	Total
R' Value						
Number						
AVE TERM						

13.5 Gender, Low Income, Historically Disadvantaged Persons, Low density areas

	Number	Rand Value
Number of applications received from HDPs		
Number of applications from HDPs rejected		
Credit Agreements entered into with HDPs		
Credit Agreements entered into with low income people		
Credit Agreements with persons residing in low density areas		
Credit Agreements with women		
Credit agreements with juristic persons		

13.6 Income Categories of clients- Gross Income Categories

	R0 - R1500	R1501 - R3500	R3501-R5500	R5501-R7500	R7501-R10K	R10.1K- R15K	Total
R Value							
Number							

14 Section 14: Summary of Debtors book

Total gross value of debtors book on last day of period	Rand	
Minus: Total provision for doubtful debt on last day of period	Rand	
Equals: Net value of debtors book on last day of period	Rand	
Number of accounts that make up the debtors book	Number	
Rand value of write-offs during period	Rand	
Number of accounts written-off during period	Number	

Age Analysis of Debtors Book

	Current	30 Days	31 to 60 Days	61- 90 Days	90-120	120+	Total
R Value							
Number							

**National Credit Regulator
FORM 39 STATISTICAL RETURN**

1 Name of Registered Entity		
2 NCR Registration Number		
3 Start of reporting period	dd/mm/yyyy	
4 End of reporting period	dd/mm/yyyy	
4 Name of person that completed this form		
5 E-Mail		
6 Contact telephone number	Code	Number

15 Pawn Transactions
Value and Volume - Pawn transactions during period

15.2 Indicate percentage distribution amongst different types of goods pawned

	Electronic Goods	Cell phones	Jewellery	Elect/ Mech. Tools	White goods	Bicycles
%						
	Toys	Livestock	Other			Total
%						100%

15.3 Purpose for which money is used by client

	To pay off debt	School or Education fees	For living: Rent, Food transport etc	Emergency See below	Other	Total
Rand Value						
Number						
Emergency loans analysis						
	Death and Funeral	Medical and Illness	Interruption of Income	Loss: theft or fire etc	Other Emergency	Total
Rand Value						
Number						

Total Gross Value of Debtors Book on last day of period	'Rand	
Minus: Total Provision for doubtful debt on last day of period	'Rand	
Equals: Net Value of Debtors Book on last day of period	Rand	
Number of accounts that make up the debtors book	Number	
Rand Value of write-offs during period	'Rand	
Number of accounts written-off during period	'Number	
Analysis of contracts for which payments were not received / goods not collected		
No payment received	Rescheduled	
Number of clients	Number of clients	
Rand Value	Rand Value	

		Page 9 of 14
1 Name of Registered Entity		
2 NCR Registration Number		
3 Start of reporting period	dd/mm/yyyy	
4 End of reporting period	dd/mm/yyyy	

Pricing:

16.						
Initiation Fee						
Indicate the initiation fee that will be charged in case of agreements for the following amounts						
	R50 000	R100 000	R150,000	R350,000	R700,000	R1000 000
Initiation fee						
Monthly service fee						
	R50 000	R100 000	R150,000	R350,000	R700,000	R1000 000
Lowest fee						
Highest Fee						
Average						
Interest rate:						
	R50 000	R100 000	R150,000	R350,000	R700,000	R1000 000
Lowest rate						
Highest rate						
Average						

16.2 Credit Facilities						
Initiation Fee						
Indicate the initiation fee that will be charged for credit facilities with the following limits						
	R1,500	R3,000	R5,000	R10,000	R15,000	R20,000
Initiation fee						
Monthly service fee						
Of facilities in the following credit limit categories report lowest, highest and AVE fees						
	R1,500	R3,000	R5,000	R10,000	R15,000	R20,000
Average						
Interest rate:						
Of facilities in the following credit limit categories report lowest, highest and AVE rates						
	1500	R3,000	R5,000	R10,000	15000	20000
Lowest rate						
Highest rate						
Average						

16.3 Unsecured Credit Transactions						
Initiation Fee						
Indicate the initiation fee that will be charged in case of agreements for the following amounts						
	3000	5000	R8,000	R10,000	R15,000	R20,000
Initiation fee						
Monthly service fee						
	3000	5000	R8,000	R10,000	R15,000	R20,000
Lowest fee						
Highest Fee						
Average						
Interest rate:						
	3000	5000	R8,000	R10,000	R15,000	R20,000
Lowest rate						
Highest rate						
Average						

16.4 Short Term Credit Transactions						
Initiation Fee						
Indicate the initiation fee that will be charged in case of agreements for the following amounts						
	R500	R1,000	R2,000	R4,000	R6,000	R8,000
Initiation fee						
Monthly service fee - for transactions in following size bands						
	R500	R1,000	R2,000	R4,000	R6,000	R8,000
Lowest fee						

Highest Fee						
Average						
Interest rate:- for transactions in following size bands						
	R500	R1,000	R2,000	R4,000	R6,000	R8,000
Lowest rate						
Highest rate						
Average						

16.5 Other credit Transactions

16.5.1 Pricing for agreements up to R40 000

Initiation Fee						
Indicate the initiation fee that will be charged in case of agreements with the following amounts						
	R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
Initiation fee						
Monthly service fee						
	R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
Lowest fee						
Highest Fee						
Average						
Interest rate:						
	R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
Lowest rate						
Highest rate						
Average						

16.5.1 Pricing for agreements with a value above R40 000

Initiation Fee						
Indicate the initiation fee that will be charged in case of agreements for the following amounts						
	R60,000	R100,000	R150,000	R200,000	R400,000	R800,000
Initiation fee						
Monthly service fee						
	R60,000	R100,000	R150,000	R200,000	R400,000	R800,000
Lowest fee						
Highest Fee						
Average						
Interest rate:						
	R60,000	R100,000	R150,000	R200,000	R400,000	R800,000
Lowest rate						
Highest rate						
Average						

16.6 Developmental Transactions

16.6.1 Pricing for small business loans

Initiation Fee						
Indicate the initiation fee that will be charged in case of agreements for the following amounts						
	R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
Initiation fee						
Monthly service fee for following loan amounts						
	R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
Lowest fee						
Highest Fee						
Average						
Interest rate:						
	R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
Lowest rate						
Highest rate						
Average						

16.6.2 Pricing for the development of low income housing (Unsecured)

Initiation Fee						
Indicate the initiation fee that will be charged in case of agreements for the following amounts						
	R5,000	R10,000	R15,000	R20,000	R40,000	R60,000
Initiation fee						
Monthly service fee						
	R5,000	R10,000	R15,000	R20,000	R40,000	R60,000
Lowest fee						
Highest Fee						

Average						
Interest rate						
	R5,000	R10,000	R15,000	R20,000	R40,000	R60,000
Lowest rate						
Highest rate						
Average						
16.6.3	Pricing for other developmental loans					
Initiation Fee						
Indicate the initiation fee that will be charged in case of agreements for the following amounts						
	R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
Initiation fee						
Monthly service fee						
	R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
Lowest fee						
Highest Fee						
Average						
Interest rate						
	R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
Lowest rate						
Highest rate						
Average						
16.7	Pawn Transactions					
Initiation Fee						
Indicate the initiation fee that will be charged in case of agreements for the following amounts						
	R500	R1,000	R2,000	R4,000	R6,000	R8,000
Initiation fee						
Monthly service fee - for transactions in following size bands						
	R500	R1,000	R2,000	R4,000	R6,000	R8,000
Lowest fee						
Highest Fee						
Average						
Interest rate:- for transactions in following size bands						
	R500	R1,000	R2,000	R4,000	R6,000	R8,000
Lowest rate						
Highest rate						
Average						

National Credit Regulator
FORM 39 STATISTICAL RETURN

THIS SECTION TO BE COMPLETED BY REGISTERED CREDIT PROVIDERS EXCEPT FOR PAWNBROKERS

Line

1 Name of Registered Entity

2 NCR Registration Number

3 Start of reporting period

4 End of reporting period

Section 22: Insurance

22.2 a) Credit insurance sold with credit agreements

R Value of Credit	R value of Credit Insurance	R Value of Credit	Number of Transactions

Credit Life¹
Cover for immovable property
Cover for movable property
Cover for cards, pins and similar²
Optional³ Describe

Please give a description of the types of optional insurance on offer.

b) Insurance products offered by clients

R Value of Credit	Number of Transactions

22.3 Cost and fees of credit insurance

Please indicate the charge for each of the following on a per R1000 per Month basis

Cost Risk Cover	Administration	Commission	Other	Total Premium

Credit Life¹
Cover for immovable property
Cover for movable property
Cover for cards, pins and similar²
Optional³

22.3 Claims analysis

Please indicate the number and value of claims submitted to insurance company during past reporting period for which claims were either paid or declined by insurer. Note exclude claims that are still pending from statistics.

Number submitted	Number settled	Number paid out	R Value Claimed	R Value Paid

Credit Life¹
Cover for immovable property
Cover for movable property

**National Credit Regulator
FORM 39 STATISTICAL RETURN**

THIS SECTION TO BE COMPLETED BY REGISTERED CREDIT PROVIDERS EXCEPT FOR PAWNBROKERS

Line					
1	Name of Registered Entity				
2	NCR Registration Number				
3	Start of reporting period				
4	End of reporting period				
	Cover for cards, pins and similar ²				
	Optional ³				

**National Credit Regulator
FORM 39 Statistical Return**

THIS SECTION TO BE COMPLETED BY ALL CREDIT PROVIDERS EXCEPT PAWNBROKERS

22 **Section 22: Insurance Continue**

22.1 List of Insurers

Please indicate the name of insurer for whom you act as an intermediary for credit insurance.

Holland	Momentum	African Life			
SA Eagle	Old Mutual	RMB			
Standard General	Capital Alliance	Metropolitan			
Other	Name	Name			
Other	Name	Name			

Is one of the insurers mentioned above related to credit provider. Either being a sister, holding or subsidiary company?
 Is one or more of the insurers mentioned above a cell captive or similar structure in which the credit provider is a stakeholder?

Yes No

**National Credit Regulator
Form 39 Statistical Return**

Line	Page 14 of 14
1 Name of Registered Entity	
2 NCR Registration Number	DTI CIPRO No

DECLARATION

**I, the undersigned are duly authorised to sign this statistical return.
I declare that this return is a fair and accurate representation of credit agreements/ transactions entered into by the registered entity.**

Name:	
signature	
Date dd/mm/yyyy	

1 Name of Registered Entity		
2 NCR Registration Number		
6 Financial year end month		
7 Year for which return is completed		
4 Name/ designation person completed form		
5 E-Mail		

	Note
2 Expenses	
2.1 Bad debt write-offs on	
2.2 Change in provision for bad debt (indicate negative if decrease)	
2.3 Interest paid (Exclude bank charges)	
2.4 Directors' remuneration	
2.5 Salaries and wages	
2.6 Staff training costs	
2.7 Exceptional loss/ expense	
2.8 Other expenses	
2.9 Total Expenses	
3 Net Income from operations	
4 Value added tax and STC	
5 Taxation	
6 Net Income After Tax	
7 Minority Interest	
8 NET INCOME	

Notes

1 _____

2 _____

3 _____

NCR Annual Financial Statement and Operational Return

1 Name of Registered Entity			
2 NCR Registration Number			
6 Financial year-end month			
7 Year for which return is completed			

9 BALANCE SHEET			
	Latest Balance	Average Balance (t + t ₁) / 2	Note
9.1 Equity			
9.2 Total Debt			
9.3 Total Other liabilities			
9.4 TOTAL EQUITY and LIABILITES			
9.5 Gross Debtors			
9.6 Provision for bad debt			
9.7 Net Debtors			
9.8 Other Assets			
9.9 TOTAL ASSETS			

Notes

1 _____

2 _____

NCR Annual Financial Statement and Operational Return

- 1 Name of Registered Entity
- 2 NCR Registration Number
- 6 Financial year-end month
- 7 Year for which return is completed
- 4 Name/ designation person completed for
- 5 E-Mail
- 6 Contact telephone number

Code	Number

11 Black Economic empowerment

Please indicate the percentage of ownership/ shareholding in the credit provider by:

Historically disadvantaged persons (HDP) %
 Other: %

Please indicate commitments made with regards to Broad Based Black Economic Empowerment

12 Employment Equity

Have you submitted an Employment Equity plan to the Department of Labour? Yes/ No

If not please indicate below what measures have been taken with regards to employment equity.

121 Employment Records

- Total number of people employed by credit provider
- Percentage of total employment number HDP
- Number of people employed by agents and brokers
- Percentage of total employment number HDP

	Number
	Number
	Number
	%

NCR Annual Financial Statement and Operational Return

1 Name of Registered Entity		
2 NCR Registration Number		
6 Financial year-end month		
5 E-Mail		
6 Contact telephone num	Code	Number

10 Declaration by Accounting Officer

This return has been reviewed by the accounting officer.

Name of Accounting Officer	
Name of professional body,	
Membership/ registration number	

I the undersigned are the appointed accounting officer and declare that I have reviewed the information provided in this return.

Signature		
Date		
Contact Telephone	Code	

FORM 41
NCR COMPLIANCE RETURN FOR DEBT COUNSELLING

1 Name of debt counsellor	<input type="text"/>
2 NCR Registration Number	<input type="text"/>
3 Period for which return completed	<input type="text"/>
4 E-mail	<input type="text"/>
5 Contact telephone number	<input type="text"/>

I, *the undersigned*, hereby confirm that I comply with all the provisions of the National Credit Act, 34 of 2005, in as far as it relates to the conduct and compliance in respect of registered debt counsellors.

I do not comply in the following areas:

Reasons for non-compliance:

Date:

Signature:

--

1.1 Name of Registered Entity		
1.2 NCR Registration Number	DTI CIPRO No	
1.3 Start of reporting period	dd/mm/yyyy	
1.4 End of reporting period	dd/mm/yyyy	
1.6 Name/ designation person completed this form		
1.6 E-Mail		
1.7 Contact telephone number	Code	Number
1.8 Date		Signature

Part 2: Case Analysis

2.1 Number of enquiries received		Since start of services (running total)
2.2 Number of applications received		
Of which:		
2.2.1 Number of cases accepted (Social contracts signed)		
2.2.2 Number under consideration		
2.2.3 Number of cases rejected		
2.2.4 Review terminated as per Section 86 (10) of the Act		

Please Indicate reasons for rejecting the application.		Since start of services (running total)
(i) All necessary documents not supplied		
(ii) Consumer failed to respond to reasonable requests		
(iii) Consumer not over indebted		
(iv) Other		

2.3 Analysis of Work In progress.						
Of cases accepted please provide an analysis of restructuring progress						
	Work In Progress			Cases restructured		
	Less than 30 Days	>30 Days- Await feedback from Creditors	>30 Days Await feedback from Consumer	Proposals made to Magistrates court	Restructure orders issued by Magistrate	Voluntary Consent orders Filed
2.3.1 # This quarter						
2.3.2 # Since start						

2.4 Clearance certificates issued		Since start of
Please indicate the number of clearance certificates Issued.		

2.5 Client defaults		Since start of
Please Indicate the number of clients for which Restructure or Consent orders were issued but who failed to comply with the obligations stipulated		
	This quarter	Since start of

National Credit Regulator
FORM 42 Quarterly statistical return: Debt Counsellors

Page 2 of 5

Part 3: Social economic profile of consumers accepted

3.1: Income: Gross Income (Income from salary advice before any deductions)
Classify cases accepted in last quarter for each of the following income categories. Indicate number

R0-R1500	R1501-R3500	R3501-R5500	R5501-R7500	R7501-R10K	R10.1K-R15K	>R15K

3.2 Race
Classify cases accepted in last quarter for each of the following race categories. Indicate number

Black	Coloured	Asian	White

3.3 Gender
Classify cases accepted in last quarter according to gender.

Number of cases	Female	Male

3.4 Age
Classify cases accepted in last quarter according to age.

18-20	21-25	26-30	36-45	46-55	56-65	65+

3.5 Economic sector of employment
Classify cases accepted in last quarter according to job description or sector of employment.

Government

Teaching	Police/ Defence	Nurse	Other: Central Government	Other: Provincial Government	Other: Local Government (Municipality)

Non-Government

Domestic/ cleaning	Financial Services	Retail	Hospitality	Manufacturing	Motor
Mining	Agriculture	NGO	Other		

List other occupations and sector

Part 4: Indebtedness profile and reckless credit

- 4.1 indebtedness profile of cases accepted into programme this quarter
Please indicate the indebtedness profile of all consumers accepted into program this quarter in Table B
- 4.2 Number of cases accepted with reckless credit
Please indicate the number of cases accepted in past quarter in which one or more reckless credit agreement were found
- 4.3 List of reckless credit agreements
Please list detail of all of the reckless credit agreements in Table C.

National Credit Regulator
FORM 43: Sect 52(6) Annual Compliance Report

Industry Group/Credit Bureaux

1 Name of Registered Entity		
2 NCR Registration Number		
3 DIT Registration Number (CIPRO)		
4 Start of quarter	dd/mm/yyyy	
5 End of quarter	dd/mm/yyyy	
6 Number of branches registered with NCR		
7 Name of person that completed this form		
8 E-Mail		
9 Contact telephone number	Area Code	Tel. No.)

Please briefly describe the profile of your company (history, mission, ownership, etc.)

(1 page maximum)

2. Compliance

Section 2.1: General Credit Bureau Operations

2.1.1 Please describe the key measures to verify the accuracy of data reported to you by your contractual partners:

(1 page maximum)

2.1.2 Please confirm if you are compliant with the data retention periods as specified in the regulations:

Yes

No

Reasons for not being compliant:

2.1.3 Please describe the key operational resources, procedures and systems in place for keeping the data secure and confidential:

(1 page maximum)

2.1.4 Please confirm that you expunge data you are not allowed to hold in you data bases (such as race, medical history, trade union membership):

Yes

No

Reasons for not being compliant:

Section 2.2: Accuracy of Credit Information

2.2.1 Please describe the key operational resources, procedures and systems for the investigation of information challenged by the consumer:

(1 page maximum)

2.2.2 What are the estimate average costs and the average time for solving consumer disputes:

Average cost estimate: _____
Average time estimate: _____

2.2.3 Please describe the key operational resources, procedures and systems to ensure that incorrect information is not repeatedly reflected on the credit bureau:

(1 page maximum)

2.2.4 Please the primary causes/sources for inaccuracies and attribute those to the relevant parties as listed below:

Credit providers: _____
Consumers: _____
Internal Systems: _____
other: _____

2.2.3 Please list resources, procedures and systems in place for combatting and preventing:

(1 page maximum)

Section 2.3 Non-compliance

2.3.1 Are there any areas in which you firm is not compliant or has problems to comply? If so please indicate the problem and reasons:

(1 page maximum)

2.3.2 Please indicate how you intent to solve the non-compliance indicated in 2.3.1

(1 page maximum)

3. General Information

3.1 Please the resources you allocate for the education of the public on credit reporting and credit scoring:

(1 page maximum)

3.2 Please describe the products your company offers to promote the objectives in the National Credit Act, Sect. 13(a):

(1 page maximum)

3.3 List all the credit scoring models you use for producing credit bureau scores and attach a list of all variables that you use per model:

(as required, attach list extra)

4. Optional: Further Questions

4.1 Note any developments in the market you are active in which you might want to bring to the attention of the National Credit Regulator:

(as required)

5. statistics

Section 5.1: Market Monitoring

Note: Statistics asked for in the upcoming section are partially also contained in the quarterly synoptic return. Please enter revised numbers if year-end figures do not match data provided in the quarterly synoptic returns.

5.1.1 Total number of credit reports sold:

Month 1	Month2	Month3	Month4	Month5	Month6

Month7	Month8	Month9	Month10	Month11	Month12

5.1.2 Total number of contractual partners that furnish you with information on a regular basis:

Month1	Month2	Month3	Month4	Month5	Month6

Month7	Month8	Month9	Month10	Month11	Month12

5.1.3 Total number of natural persons upon who credit reports are stored:

Month1	Month2	Month3	Month4	Month5	Month6

Month7	Month8	Month9	Month10	Month11	Month12

5.1.3 Total number of juristic persons upon who credit reports are stored:

Month1	Month2	Month3	Month4	Month5	Month6

Month7	Month8	Month9	Month10	Month11	Month12

Section 52 Inaccuracies

Note: Statistics asked for in the upcoming section are partially also contained in the quarterly synoptic return. Please enter revised numbers if yearend figures do not match data provided in the quarterly synoptic returns.

ts received in respect to credit reports:

	Month1	Month2	Month3	Month4	Month5	Month6
Total No.						
Valid Complaints (%) :						
Proven Invalid Complaints (%) :						
Unresolved (%) :						

	Month7	Month8	Month9	Month10	Month11	Month12
Total No.						
Valid Complaints (%) :						
Proven Invalid Complaints (%) :						
Unresolved (%) :						

5.2.2 Total number of complaints received in respect to judgments:

Month1	Month2	Month3	Month4	Month5	Month6
--------	--------	--------	--------	--------	--------

Month7	Month8	Month9	Month10	Month11	Month12

5.2.3 Total number of cases where incidents were attributed to wrong person:

Month 1	Month2	Month 3	Month 4	Month 5	Month 6
Month7	Month8	Month9	Month10	Month11	Month12

Total number of cases where the credit report was attributed to wrong person:

Month1	Month2	Month3	Month4	Month5	Month6
Month7	Month8	Month9	Month10	Month11	Month12

5.2.5 Total number of incidents where the amount reported in respect to a judgment is incorrect:

Month 1	Month2	Month 3	Month4	Month 5	Month 6
Month7	Month8	Month9	Month10	Month11	Month12

5.2.6 Total number of complaints about proven invalid information that is repeatedly reflected on the credit bureau:

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Month7	Month8	Month9	Month10	Month11	Month12

5.2.7 Total number of complaints about information that must be erased (for instance, trade union membership, medical information, etc.):

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Month7	Month8	Month9	Month10	Month11	Month12

Total number complaints about other instances (not covered by 5.2.1 - 5.2.6)

Month 1	Month2	Month3	Month 4	Month5	Month 6

Month7	Month8	Month9	Month 10	Month 11	Month 12

5.2.6 Please describe any data (the data you provided above) you would like to bring to the attention of the National Credit Regulator.

(1 page maximum)

Declaration

I/we confirm that:

- I am duly authorized to sign off this compliance report
- this compliance report is (to the best of my/our knowledge and belief) accurate and complete
- appropriate procedures and controls have been implemented to comply with the National Credit Act;
- all significant instances of non-compliance are detailed in this report or in the attachments thereto.

_____ of _____ (Credit bureau)
(Duly Authorized Officer)

FORM 44: Sect 70(5) Quarterly Synoptic Report

- 1 Name of Registered Entity
- 2 NCR Registration Number
- 3 DTI Registration Number (CIPRO)
- 4 Number of branches registered with NCR
- 5 Name of person that completed this form
- 6 E-Mail
- 7 Contact telephone number

Area Code

Tel. No.

8 Period covered in return?

Quarter	Reporting Period	Due Date	Tick Field:
1. Quarter	January 1 - March 31	15 May	
2. Quarter	April 1 - 30 June	15 Aug	
3. Quarter	July 1 - September 3	15 Nov	
4. Quarter	October 1 - 31 Dec	15 Feb	

1. General Compliance

Section 1.1: Consumer Protection Statistics

1.1.1 Access to Credit Reports

1.1.1.1 charge

1.1.1.2 Total number of credit reports provided to consumers with charge

Month 1	Month 2	Month 3

1.1.1 Complaints

4.1.1.1 Total number of complaints received in reporting period:

Total No:

Valid Complaints (%):

Proven Invalid Complaints (X):

Unresolved (%):

Month 1	Month 2	Month 3

1.1.1.1 reports

1.1.1.3 person

1.1.1.4 No. of cases where judgment was attributed to wrong person

1.1.1.5 incorrect

1.1.1.6 incorrect

Month 1	Month 2	Month 3

1.1.1.9 Total number of complaints about other instances (not covered by 5.2.1 - 5.2.6)

1.1.1.10 Name the primary reasons for other complaints:

2. Credit Market Monitoring

Section 21: Credit Market

21.t Total Amount of Credit Stored (mlo Rand)

2.1.1.1 Total Rand value of mortgages granted

2.1.1.2 Total Rand value of credit facilities

- Of which are bank overdrafts
- Of which are credit cards
- Of which are store cards
- Of which are other credit facilities

2.1.1.3 Total Rand value of Unsecured Credit

2.1.1.4 Total Rand value of other credit granted

	Month 1	Month 2	Month 3
R			
R			
R			
R			
R			
R			
R			
R			

2.1.2 Descriptive Statistics: Credit Risk Analysis

2.1.2.1 Scores for of mortgages granted

Average:
Median:
Range:

	Month 1	Month 2	Month 3

2.1.2.2 Scores for of credit facilities

- Of which are bank overdrafts

Average:
Median:
Range:

- Of which are credit cards

Average:
Median:
Range:

- Of which are store cards

Average:
Median:
Range:

- Of which are other credit facilities

Average:
Median:
Range:

2.1.2.3 Scores for of Unsecured Credit Transactions

Average:
Median:
Range:

2.1.2.4 Scores for of other credit granted

Average:
Median:
Range:

2.1.2.8 Total number of consumers with 3 payments in arrears			
2.1.2.9 Total number of consumers with 4 payments in arrears			

Section 22: Credit Reporting Activity

2.2.1 General credit Reporting Information

	Month 1	Month 2	Month 3
2.2.1.1 Total number of natural persons stored in data base - of which are women			
2.2.1.2 total number of juristic persons stored in data base			
2.2.1.3 Total number of contractual partners furnishing information			
2.2.1.4 Total number of credit reports sold within reporting period			
2.2.1.5 Total number of credit reports sold with scores within reporting period			
2.2.1.6 Total number of credit scores sold within reporting period			

2.2.2 Distribution of Credit Reports

	Month 1	Month 2	Month 3
2.2.2.1 Total number of credit reports sold to banks			
2.2.2.2 Total number of credit reports sold to retailers			
2.2.2.3 Total number of credit reports sold to telecommunication providers			
2.2.2.4 Total number of credit reports sold to utility companies			
2.2.2.5 Total number of credit reports sold to insurance companies			
2.2.2.7 Total number of credit reports sold to employers			

3. Optional: Further Questions

3.1 Are there any developments you would like to bring to the attention of the National Credit Regulator?

Declaration

I/we confirm that:

- I am duly authorized to sign off this compliance report
- this synoptic report is (to the best of my/our knowledge and belief) accurate and complete
- appropriate procedures and controls have been implemented to comply with the National Credit Act

of

(Credit bureau)

National Credit Regulator

Page 1 of 1

In terms of Section 16 and 106 of the National Credit Act

To be completed quarterly for the quarters ending March, June, September and December and submitted within 30 days of quarter end.

Periodic Synoptic Report by Insurer

Name of insurance Company	
FSB Registration number	
Start of reporting period	
End of reporting period	
Name of contact	
Telephone and e-mail contact	

1 Credit insurance information per class of business

- 1.1 Credit Life¹
- 1.2 Cover for immovable property
- 1.3 Cover for movable property
- 1.4 Cover for cards, pins and similar²
- 1.5 Optional³
- 1.6 Combined Cover⁴

R000 Premiums (Net)	R000 Claims (Net)	R000 Commission (Net)	R000 Other Expenses (Net)

2 Analysis of claims

- 2.1 Claims settled and rejected
- 1.1 Credit Life¹
- 1.2 Cover for immovable property
- 1.3 Cover for movable property
- 1.4 Cover for cards, pins and similar²
- 1.5 Optional³
- 1.6 Combined Cover⁴

Claims Received		Claims Rejected		Claims Paid	
Number	R Value	Number	R Value	Number	R Value

2.2 Primary reasons for claims - indicate percentage distribution.

	Death	Unemployment	Disability	Total
Credit Life				100%
	Damage	Theft/Loss	Other	Total
Cover for immovable property				100%
Cover for movable property				100%
Cover for cards, pins and similar ²				100%
Optional ³				100%

2.3 Primary reasons for rejecting claims
Please indicate the primary reasons for rejecting claims.

Notes

- 1 As defined in the National Credit Act
- 2 Insurance cover for loss or theft of an access card, personal information number, or similar device; or any loss or theft of credit consequential to a loss or theft of card, personal information or similar device.
- 3 Optional insurance related to Section 106 (3) of the Act.
- 4 Combined cover: Where premiums are in respect of cover for a combination of 1.1, 1.2 and 1.3 it should be shown under 1.6 and not under 1.1. A brief description must also be provided of the combined product.

DECLARATION

I, the undersigned are duly authorized to sign this report.
I declare that this report is a fair and accurate representation of our insurance portfolio.

Name:	
Designation:	
Signature:	
Date: dd/mm/yyyy	

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 R50.00
 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 thereof, 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 replacement 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,
-