

**PART B: THESE ARE THE TERMS AND CONDITIONS THAT CAN BE USED BY PERSONS FOR LOANS SECURED BY MORTGAGE BONDS**

**1. DEFINITIONS**

- **"AccessBond Facility"** means, where applicable, a revolving facility which is governed by the requirements of clause 5 of this Part B, and in terms of which you can transfer funds to or from your Loan Account to any of your Transaction Accounts using any of our self-service channels;
- **"Agreed Term"** means the initial term of the Loan referred to in Part A or such other term agreed to by us in writing;
- **"Agreement"** means the pre-agreement statement and quotation, cost of credit section (Part A) of this agreement read together with these terms and conditions (Part B) and all letters and notices relating to same;
- **"Bank" "Credit Provider", "we", "us" "our" or "Standard Bank"** means The Standard Bank of South Africa Limited (Registration number 1962/000738/06) acting through its Personal and Business Banking Division, a public company duly incorporated with limited liability according to the company laws of the Republic of South Africa and/or its successors in title or assigns;
- **"Base Rate"** means our latest published annual variable home loans interest rate;
- **"Body Corporate"** means the body responsible for the enforcement of the rules and control, administration and management of the Common Property for the benefit of all sectional title owners;
- **"Bond" or "Mortgage Bond"** means the continuing covering mortgage bond(s) registered, or to be registered, in favour of the Guarantor in respect of the Property/ies;
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- **"Building/s"** means a structure/s of a permanent nature erected or to be erected on the Property;
- **Building Loan Annexure"** means the building loan annexure attached hereto, if you have applied for a building loan;
- **"Business Day/s"** means any day/s other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;
- **"Collateral"** means any security or undertaking, including any guarantee, bond, indemnity or cession, provided to us or to the Guarantor to secure the repayment of your Loan obligations in terms of this Agreement and/or in terms of any written indemnity you have given to the Guarantor;
- **"Collateral Providers"** means each person and/or entity who is to provide Collateral to the Bank in respect of the due performance by you of your payment and other obligations in terms of this Agreement and **Collateral Providers** means any one of them as the context may indicate
- **"Collection Costs"** means the amount that may be charged by us in enforcing your monetary obligations under this Agreement, but excludes any Default Administration Charges;
- **"Common Property"** means the land scheme and parts of the Building(s) that are not included in a Section
- **"Constitutional Documents"** means - in the case of a company, the memorandum of association, articles of association, certificate to commence business, certificate of incorporation and/or the memorandum of incorporation and registration certificate, as the case may be; or in the case of a close corporation, the founding statement; or in the case of a trust, the trust deed and letters of authority;
- **"CPA"** means the Consumer Protection Act 68 of 2008 and all regulations promulgated in terms of this act;
- **"Credit Life Insurance"** means the life insurance cover that is payable in the event of your death, disability, terminal illness, unemployment or other insurable risks (whichever applies as per the policy taken by you) that is likely to impair your ability to earn an income or meet your obligations under this Agreement;
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- **"Credit Record"** means your payment profile (your credit history) including adverse information on a credit profile held by a credit bureau;
- **"Default Administration Charges"** means charges which you must pay if you default in any payment obligation under this Agreement;
- **"End User Lease Agreement"** means where applicable the lease agreement concluded between you and the lessor in respect of the Property for a period of not less than 99 (ninety nine) years. Such agreement must be substantially in accordance with the Standard Terms and Conditions registered in the Pretoria Deeds Registry on 5 February 2010 under reference number K536/2010;
- **"Estimated Replacement Value"** means the apparent appraised replacement value of the asset held or to be held as Collateral for the Loan, in terms of the NCA, and is not the purchase price, book value, or even its current market value;
- **"Exclusive Use Area"** means a part of the Common Property for the exclusive use by the owner(s) of one or more sections;
- **"FAIS Act"** means the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations promulgated in terms of this act;
- **"FICA"** means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act;
- **"Fixed Interest Rate Option Agreement"** means an agreement in which we agree to fix an interest rate for a period specified in the agreement;
- **"Further Advance"** means an increased Loan amount which requires the registration of an additional Bond;
- **"Further Loan"** means an increased Loan which does not require the registration of an additional Bond;
- **"Group"** means means Standard Bank Group Limited, its subsidiaries and their subsidiaries;
- **"Guarantor(s)"** means a person(s) who undertake(s) to pay, in full or in part, the amount owing in terms of this Agreement in the event of a default by you under this Agreement;
- **"Initiation Fee"** means the fee (inclusive of VAT) in respect of the cost of initiating this Agreement payable by you upon entering into this Agreement;
- **"Interest Rate Change Letter"** means the letter sent to you stating the new interest rate applicable to this Agreement, following a Base Rate change;
- **"Leasehold Rights"** means all of your rights title and interest in terms of the End User Lease Agreement;
- **"Loan"** means the amount we have agreed to lend you in terms of this Agreement;
- **"Loan Account"** means the home loan account in your name in our books in respect of this Agreement;
- **"Margin"** means the agreed number of percentage points interest charged by us above or below the Base Rate or the Official Rate, whichever is applicable;
- **"Minimum Repayment"** means the minimum amount to be paid by you, as advised by us and as reflected on your latest monthly Statement or Interest Rate Change Letter;
- **"Natural Person"** means a private individual, and for purposes of this definition, a trust with less than three trustees, all of whom are private individuals;
- **"NCA"** means the National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;
- **"Official Rate"** means the official rate of interest used in the determination of taxable employment benefits, as prescribed by the Income Tax Act 58 of 1962, and all regulations promulgated in terms of this act, being the reference rate in respect of Staff ("**Staff**" means an employee of Standard Bank or the Group);

- **"Parties"** means you and us and **"Party"** means any one of us as the context may indicate;
  - **"Personal Information"** means information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, e-mail, postal or physical address, telephone number, location; any online identifier; any other particular assignment of the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
  - **"Principal Debt"** means the total amount owing to us at any time in terms of this Agreement as reflected in Part A of this Agreement, being the amount deferred in terms of this Agreement;
  - **"Process"** means any operation or activity, whether automated or not, concerning **Personal Information**, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or the use of information; Processing and Processed will have a similar meaning
  - **"Property"** means the immovable property which is subjected to Leasehold Rights(as the case may be) which to be, or has been, mortgaged by you as Collateral for your Loan, the details of which are set out under the heading "Property details" in Part A;
  - **"Re-Advance"** means an increased Loan which will enable you to withdraw amounts that you have paid off on your Loan;
  - **"Repayment"** means the monthly payment made, or to be made by you to us and **"Repayment Due Date"** means the due date for payment of all amounts due and payable as advised by us;
  - **"Repayment Authorisation"** means the method by which you make the Repayments that are reflected on your monthly statement and includes a debit order
  - **"Residents Association"** means the association responsible for the management, control, supervision and the maintenance of the development for the benefit of all lessees;
  - **"Restitution of Land Rights Act"** means the Restitution of Land Rights Act 22 of 1994 and all regulations promulgated in terms of this act;
  - **"Sanctioned"** means listed on all or any one of the Sanction Lists and/or subject to any Sanctions;
  - **"Sanction List"** means the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the Department of Treasury of the United States of America ("OFAC") and or the United Nations Security Council ("UNSC") .list of persons or entities suspected to be involved in terrorist related activities or the funding thereof and/or any other list of Her Majesty's Treasury of the United Kingdom ("HMT") and/or the European Union's Common Foreign and Security Policy ("EU")
  - **"Section"** means the section as shown on the approved sectional plan;
  - **"Sectional Titles Act"** means the Sectional Titles Act 95 of 1986 and all regulations promulgated in terms of this act;
  - **"Service Fee"** means the fee levied by us in connection with the routine administration costs of maintaining the Loan, which forms part of the Principal Debt;
  - **"Settlement Date"** means the date on which all amounts due and payable to us are paid;
  - **"Settlement Value"** means the full amount owing to us under this Agreement together with any unpaid interest and all other legally permissible costs, fees and charges as at the Settlement Date;
  - **"Statement"** means the document reflecting - the transactions made on your Loan Account up to the date of the statement; the full amount owing to us (including any legally permissible interest, costs, fees and charges that may be levied); and the Repayment Due Date.
  - **"Surety/ies"** means a person/s who undertake/s to pay, in full or in part, the amount owing in terms of this Agreement in the event of a default by you under this Agreement;
  - **"Tiered Rate/s"** means the interest rate changes in accordance with the amount of the Loan at certain drawn down intervals;
  - **"Transaction Account"** means any one or more accounts held with us from time to time, and which is linked to your Loan Account;
  - **"Transactional Fees"** means fees which we may charge for providing banking and other financial services to you;
  - **"Tribunal"** means the National Consumer Tribunal established by section 26 of the NCA;
  - **"VAT"** means value added tax charged in terms of the Value-Added Tax Act 89 of 1991 and all regulations promulgated in terms of this act; and
  - **"Weighted Average"** means an average in which each quantity that is being averaged is assigned a weight. The weightings determine the relative contribution of each quantity to the average. Weightings are the equivalent of having that many like items with the same value involved in the average.
- 2 INTERPRETATION**
- 2.1 **Words defined will ( for consistency ) begin with a capital letter.**
- 2.2 Where any number of days is referred to in this Agreement, it will include only Business Days and will exclude the first day and include the last day.
- 2.3 If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.
- 2.4 The singular includes the plural and vice versa and any gender includes the other gender.
- 2.5 All headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.
- 2.6 If any provision in the definitions section is important and gives rights to or imposes obligations on a Party, then effect will be given to that provision as if it were a provision in the body of this Agreement.
- 2.7 All legislation and subordinate legislation mentioned in this Agreement includes legislation or subordinate legislation at the date of signature of this Agreement and as changed or re-enacted from time to time.
- 2.8 In the event of a conflict between the provisions of the Bond and the provisions of the this Agreement, the provisions of this Agreement will apply.
- 2.9 Unless otherwise defined in this Agreement, words defined in the CPA and NCA will bear the same meanings in this Agreement.
- 2.10 Important clauses which may limit our responsibility or involve some risk for you, will be in bold.
- 3 ADVANCE OF FUNDS**
- The Loan amount referred to in clause 1 of Part A (that being the Principal Debt under this Agreement) will be debited to your Loan Account as follows:
- 3.1 on the date the Loan is used; and/or
- 3.2 if any portion of this Loan is to be used for a building loan, the portion of the Loan amount will be retained and paid out in the form of progress payments, as set out in the Building Loan Annexure.
- 4 JOINT ACCOUNTS**
- 4.1 If there is more than one Borrower:
- 4.1.1 each of you will be liable for the Repayment of the Loan and the indebtedness and obligations under this Agreement and we may recover the full amount of the indebtedness and obligations from both the Borrowers in

Initials: (Borrower(s)/Agent and Witnesses \_\_\_\_\_



whatever share we may choose. The Borrowers shall therefore be jointly and severally liable under this Agreement; and

4.1.2 we will accept, and act on, the written instructions from any one Borrower who requests the cancellation of the Loan and no further transfers will be permitted from the Loan Account.

4.2 **To the maximum extent permitted by law, you give up the benefit of the legal defence to any claim brought against you, that the liability under this Agreement must be divided amongst the other Borrower/s and/or Surety(ies) and/or Guarantor(s) and that each party cannot be sued for more than their share of the indebtedness.**

## 5 ACCESSBOND FACILITY

5.1 This clause 5 only applies if you have applied for and have been granted an AccessBond Facility.

5.2 You may only make up to a maximum of 3 (three) cash deposits into your Loan Account in any calendar month. If you wish to make further payments you may make electronic transfers from any other account. We may, at our sole discretion, exercised reasonably, limit the number of cheque or electronic transfers into or from the Loan Account. All Repayments will be credited to the Loan Account in the manner described in clause 10 of this Part B.

5.3 The AccessBond Facility allows you to access additional amounts that you have paid over and above the Minimum Repayments and will exclude any portion of the Loan granted for costs, fees and charges. The funds under the AccessBond Facility can only be accessed by you in multiples of R1 000 (one thousand Rand).

5.4 A Repayment Authorisation is mandatory (i.e. compulsory) for the recovery of the monthly Repayments when you have an AccessBond Facility.

5.5 Transfers into or out of the Loan Account may be done electronically and directly into or out of any Transaction Account linked to your Loan Account on your internet banking profile.

5.6 During the last 60(sixty) months of the agreed term of the loan, no withdrawals from the Loan Account will be permitted.

5.7 We will consolidate all transfers from your Loan Account and they will be governed by this Agreement with the exception that the new Minimum Repayment will be calculated in such a way that the Loan remains repayable within the Agreed Term.

5.8 We will notify you, in a Statement of the new Minimum Repayment following transfers made by you from the Loan Account.

5.9 You can request that the Minimum Repayment be increased. The request can be made in writing or you may call our Customer Contact Centre on telephone number **0860 123 001**. We will let you know of the change in writing within 20 (twenty) Business Days from the date of the change.

5.10 You must call our Customer Contact Centre or visit any branch of the Bank if you wish to change the person/s who have authority to transfer funds in terms of your AccessBond Facility.

5.11 **You may not be able to draw against certain deposits (for example bills, cheques and debit orders) to your Loan Account until they have been duly and legally paid, even if your Loan Account has already been credited with these deposits. Such funds are subject to a 10 (ten) day clearance period.**

5.12 **To the maximum extent permitted by law, you indemnify us against any loss or damage suffered by you as a result of any negligent acts, omissions or use of the AccessBond Facility, by you or on your behalf, which are contrary to the provisions of this Agreement, specifically excluding any loss directly or indirectly attributable to our gross negligence or that of any person acting for or controlled by us.**

5.13 **The AccessBond Facility is granted to you at our sole discretion, exercised reasonably and we may:**

5.13.1 **immediately restrict activity or suspend all or part of the AccessBond Facility, without notice to you, if you are in default under this Agreement;**

5.13.2 **withdraw all or part of the AccessBond Facility on at least 10 (ten) Business Days prior written notice to you of the intended withdrawal; or**

5.13.3 **immediately restrict activity, suspend all or part of the AccessBond Facility or withdraw the AccessBond Facility, without notice to you, if we in**

**any way know or suspect that the AccessBond Facility is being used fraudulently, negligently or for illegal activities, or if we must do so to comply with any law.**

5.14 **We may also, at our sole discretion, exercised reasonably, and on at least 10 (ten) Business Days' prior written notice to you, withdraw all or part of the AccessBond Facility, in the event of any such facility (or part thereof) remaining unutilised by you for a period of 6 (six) months or more.**

5.15 If your AccessBond Facility is withdrawn, this Agreement will remain in effect until you have paid all amounts that are due and payable to us.

5.16 If there is more than one Borrower to this Agreement we will accept, and act on, the written instructions from any one Borrower who requests the cancellation of the AccessBond Facility and no further transfers will be allowed from the Loan Account.

5.17 No interest will be paid on any credit balance on the Loan Account

## 6 ASSESSMENTS

6.1 The assessment of the Property by us, is to determine whether the land and Buildings have enough apparent value to secure the Loan, for credit risk purposes.

6.2 We use various methods to assess the value of Property offered as Collateral for the Loan. These methods may involve a physical assessment of the Property or be based on statistical data provided. The assessment is for our internal credit risk use only. The appointment of the assessor is at our discretion, exercised reasonably, and we do not warrant the accuracy of the assessment for any purpose.

6.3 **To the maximum extent permitted by law, you will have no claim against us for any loss suffered by you if the Estimated Replacement Value of the Property determined by us is found to be different to the actual replacement cost.** The Estimated Replacement Value determined by us will be taken to be the reasonable replacement cost of the insurable Building/s.

6.4 To the maximum extent permitted by law, we accept no liability for any defects whether latent (that is, existing but not active, developed or visible) or patent (that is, obvious) in respect of the Property or any part thereof. We will not advise on any matter, especially improvements, from the aspect of structural integrity, conformity with approved building plans, the national building regulations, the Section and/or Common Property and/or Exclusive Use Area, nor the land and improvements for suitability to underlying geological conditions or flooding. If you have concerns regarding the Property you must seek appropriate independent expert advice.

## 7 BUILDING INSURANCE

7.1 You must ensure, for the duration of this Agreement, that:

7.1.1 the Buildings are insured and/or that the Body Corporate keeps the Building Insured, for an amount not less than the Estimated Replacement Value thereof from time to time; and

7.1.2 we are provided with a certificate of insurance showing details of the amount of cover applicable to the Property. The certificate must also include:

7.1.2.1 that our interest as Credit Provider has been noted; and

7.1.2.2 a provision that the insurance proceeds will be paid to us as Credit Provider; and

7.1.3 we are provided with a copy of any insurance policy issued to you, and/or Body Corporate, by any short-term insurer, on behalf of the South African Special Risks Insurance Association ("SASRIA"), and any policy or other insurance document that may be issued in addition to, or in place of, or in renewal of, or in extension of or as an amendment of such SASRIA policy.

7.1.4 Where you or the Body Corporate fail to insure the Buildings as required in clause 7.1.1 above, we may at any time during the period of this Agreement require you to obtain insurance over the Property for an amount not less than the Estimated Replacement Value of the Property.

7.2 We may propose an insurance company to you and, at your request, arrange the insurance on your behalf. If we do so we will provide you with an insurance disclosure (that is, a disclosure of the cost of the insurance arranged by us and



- the amount of any fee, commission, remuneration or benefit which we may receive in respect of the insurance policy).
- 7.3 You may arrange your own insurance cover with an insurer of your choice and, if so you agree that on registration of the Bond, you will cede (transfer) to us any policy of insurance required by us taken out in terms of this clause and will sign all documents necessary to give effect to the cession. The cession is intended as security for your obligations in terms of this Agreement. Once all your obligations under this Agreement have been settled in full the cession will be cancelled on written notice to you. On the date of registration of the Bond(s) you must provide us with the policy schedule, reflecting the following - the underwriters' details; the policy number; the period of insurance (inception date); the sum insured of the Building; the Credit Provider clause (with the Bank's interests noted); SASRIA cover; and subsidence and landslip cover to be included.
- 7.4 The details of how to submit your policy are available on our website at [www.standardbank.co.za](http://www.standardbank.co.za) or you can speak to your consultant at any branch.
- 7.5 Where you or the Body Corporate:
- 7.5.1 fail to insure the Buildings as required in clause 7.1.1 and/or
- 7.5.1.1 you fail to obtain insurance sufficient to cover the Estimated Replacement Value of the Property as required in clause 7.1.4 and/or
- 7.5.2 fail to provide us with a copy of the policy schedule as required in terms of clause 7.3; and or
- 7.5.3 provide us with an insurance policy which we find unacceptable to us and we have notified you of the reason, we will have the right, but not an obligation, to insure the Property in our name and/or your name, at your expense, and with an insurance company nominated by us. This may be as specified or deemed necessary by us at our sole discretion, exercised reasonably.
- 7.6 In the event that:
- 7.6.1 we propose an insurance company to you and, at your request arrange the insurance of the Buildings on your behalf as provided in clause 7.2; and/or
- 7.6.2 we insure the Property in our name and/or your name, at your expense, and with an insurance company nominated by us as provided in clause 7.5, the details of such insurance will be communicated to you directly by the insurance company.
- 7.7 We will, on request, grant you proof of any money received by us in respect of any insurance claim, settlement or compromise and we will use the money wholly or partially, either in reduction or payment of any amounts owing by you to us and/or for the restoration or replacement of the Buildings which are damaged or destroyed, under such conditions as we may determine. We will reimburse any amounts received by us in excess of the full amount owing to us by you.
- 7.8 We may:
- 7.8.1 pay any premium on any insurance policy taken out by you or us in connection with this Agreement; and
- 7.8.2 debit your Loan Account on a monthly/annual (i.e. yearly) basis in respect of such premiums which will become payable by you and which will bear interest at the rate reflected in the "Variable interest rate" clause in Part A.
- 7.9 **If any insurer rejects an insurance claim for any reason or if the cost of replacement or restoration of the Building is more than the insurance claim paid by your insurance provider, you will have no recourse against us for any loss directly or indirectly incurred, unless the Bank or any person acting for or controlled by us acted with gross negligence.**
- 7.10 You consent to us, at any time, enquiring from your insurer if your insurance policy is still in place and fully paid.
- 7.11 Different insurance requirements apply to properties used for residential or business purposes. If we agree to a change in the use of the Property as per clause 12.3.3.2, you must ensure that the Property is insured as a commercial property for at least the Estimated Replacement Value.
- 7.12 If you undertake home improvements in terms of clause 12.2.3 using your own funds, the existing Buildings and the additions/improvements should be adequately insured during and after the building process.
- 7.13 **You understand and acknowledge that the required insurance amount under this Agreement, in respect of the Property is calculated by the Bank as an Estimated**

**Replacement Value and does not constitute a formal insurance assessment. It is your responsibility to ensure that your insurance risk is adequately covered.**

- 7.14 You are aware that any assessment by the Bank of any Property(ies) or asset for purposes of determining the value of any Collateral under this Agreement, has been done for Bank use only in order to secure this Agreement;
- 7.15 you agree that the Bank reserves the right to withdraw from this Agreement at any time before the registration of the Mortgage Bond if the Bank becomes aware, by notice in the Government Gazette or otherwise, of a land claim lodged against the Property(ies) in terms of the Restitution of Land Rights Act
- 8 CREDIT LIFE INSURANCE**
- 8.1 If required by us, you must take out Credit Life Insurance for the duration of this Agreement, for an amount equal to the total amount of your outstanding obligations from time to time.
- 8.2 You may accept the policy of insurance referred to in the "Credit Life Insurance" clause in Part A or you may take out a policy of insurance with an insurer of your choice.
- 8.3 If you arrange your own insurance cover with an insurer of your choice, you agree that you will:
- 8.3.1 on the date of registration of the Bond(s) provide us with a copy of the insurance policy and the policy schedule, reflecting the following - the underwriters' details; the policy number; the period of insurance (inception date); and the sum insured; The details of how to submit your insurance policy are available on our website at [www.standardbank.co.za](http://www.standardbank.co.za) or you can speak to your consultant at any branch.
- 8.3.2 cede (transfer) to us any policy of insurance required by us and taken out in terms of this clause and will sign all documents necessary to give effect to the cession. The cession is intended as security for your obligations in terms of this Agreement. Once all your obligations under this Agreement have been settled in full the cession will be cancelled on written notice to you.
- 8.3.3 Where you:
- 8.3.3.1 fail to take out Credit Life Insurance as required in clause 8.1; and/or
- 8.3.3.2 fail to provide us with a copy of the insurance policy as required in clause 8.3.1 and/or;
- 8.3.3.3 provide us with an insurance policy which we find unacceptable to us and we have notified you of the reason, we will have the right, but not an obligation, to take out Credit Life Insurance in your name, at your expense, and with an insurance company nominated by us. This may be as specified or deemed necessary by us at our sole discretion, exercised reasonably.
- 8.4 In the event that we take out Credit Life Insurance in your name, at your expense, and with an insurance company nominated by us the details of such insurance will be communicated to you directly by the insurance company.
- 8.5 We will, on request, grant your next of kin proof of any money received by us in respect of any insurance claim, settlement or compromise and will use the money wholly or partially, either in reduction or payment of any amounts owing by you to us. We will reimburse any amounts received by us in excess of the full amount owing to us by you.
- 8.6 We may:
- 8.6.1 pay any premium on any insurance policy taken out by you or us in connection with this Agreement; and
- 8.6.2 debit your Loan Account on a monthly/annual (i.e. yearly) basis in respect of such premiums which will become payable by you and which will bear interest at the rate reflected in the "Variable interest rate" clause in Part A.
- 8.7 You consent to us, at any time, enquiring from your insurer or other suitable third party if your insurance policy is still in place and fully paid.
- 9 CHANGE IN CONTROL OF A COMPANY, CLOSE CORPORATION, PARTNERSHIP OR TRUST**
- 9.1 You must let us know in writing as soon as you become aware of any proposed or actual change in the direct or indirect ownership and/or control and/or management of:
- 9.1.1 the company, close corporation or trust to whom this Loan has been granted and/or
- 9.1.2 any Surety and/or Guarantor (if any )

Initials: (Borrower(s)/Agent and Witnesses) \_\_\_\_\_



- 9.2 Any change taking place in terms of clause 9.1 above will not affect any Collateral held by us nor will it release any Surety and/or Guarantor (if any) from a suretyship and/or guarantee.
- 9.3 In the event of any proposed or actual change referred to in this clause 9 we reserve the right to reconsider the terms and conditions of this Agreement.
- 10 PAYMENTS**
- 10.1 The Initiation Fee referred to in Part A, to which these terms and conditions are attached, will be debited to your Loan Account on date of acceptance of the Mortgage Bond, over the Property, referred to in Part A, or any time thereafter.
- 10.2 The insurance premiums referred to in clause 1 of Part A, if applicable, will be debited to your Loan Account at the beginning of the month following registration of the Mortgage Bond over the property referred to in Part A.
- 10.3 **You must pay all Repayments on or before the Repayment Due Date, without any deduction or demand, for the duration of this Agreement and while any amounts are owed to us.**
- 10.4 **Each Repayment will be credited to your Loan Account on date of receipt, firstly to satisfy any due or unpaid interest, secondly to satisfy any due or unpaid costs, fees and charges, and thirdly to reduce the amount of the Principal Debt.**
- 10.5 We will notify you in the event of an increase in any legally permissible fee, charge, insurance premium or interest rate, in accordance with this Agreement, and you agree to increase your Repayment amount accordingly. In the event that you have a Repayment Authorisation in place, you authorise us to increase the Repayment amount under your Repayment Authorisation to ensure that your indebtedness to us will be repaid within the Agreed Term.
- 10.6 You have the right at any time to pay in advance any amounts owed to us without notice or penalty, irrespective (i.e. no matter) of whether or not the amounts are due.
- 10.7 If you have been granted an AccessBond Facility, each such advance payment will be subject to the provisions of clause 5 of this Part B.
- 10.8 If a third party takes possession of the Property you will remain responsible for the payment of all amounts owing to us in terms of this Agreement.
- 10.9 You will not be entitled to deduct any amount which we may owe to you, from any amount owing or which may become owing by you to us, arising from the Loan in terms of this Agreement.
- 10.10 If applicable, the monthly Service Fee referred to in Part A, will be debited to the Loan Account.
- 10.11 We reserve the right, in our sole discretion, to accept payment made other than by debit order.
- 10.12 **If the End User Lease Agreement( if applicable) is cancelled or terminated for any reason whatsoever, you will remain responsible for the payment of all amounts owing to us in terms of this Agreement**
- 11 STATEMENTS**
- 11.1 Once the Bond has been registered we will provide you with a periodic Statement of your Loan Account in March and September of each year. In addition we will provide Statements as provided for in clause 5.8 above.
- 11.2 You may dispute (i.e. query) all or part of the Statement delivered to you by sending us written notice of your query.
- 11.3 Your Statement will show the outstanding balance, the Minimum Repayment owing to us and the Repayment Due Date.
- 11.4 You should contact our Customer Contact Centre if you do not receive a Statement or if you require any additional Statements. Failure to receive a Statement will not entitle you to refuse or fail to pay any amount that is due to us.
- 11.5 Subject to the provisions of clause 24.1 of this Part B, a transfer from or a credit to your Loan Account, is processed on the date on which the transaction is effected.
- 11.6 We may subsequently (i.e. later) adjust debits or credits to your Loan Account and Loan Account balances so as to accurately reflect both your and our legal obligations.
- 12 COLLATERAL**
- 12.1 The Collateral, as detailed in the "Suspensive conditions" clause in Part A, is governed by the specific conditions applicable to each item.
- 12.2 Where the Collateral held or required relates to a Bond over the Property, the following additional conditions will apply:
- 12.2.1 you must maintain the Property in a good state of repair;
- 12.2.2 the Property must conform to the requirements of any competent public or other authority;
- 12.2.3 **you must not make any material alterations or improvements to the Property, or remove the Buildings or any part thereof, without obtaining our prior written consent, which will not be unreasonably withheld or delayed and with the consent of the Body Corporate or Residents Association ( as applicable)**
- 12.2.4 we, or our duly appointed agents, will be entitled at all reasonable times to enter and inspect both the internal and external parts of the Property;
- 12.2.5 you must pay, on or before the due date, all amounts which may become due and payable to the Body Corporate and/or any competent public or local authority or any creditor of the Body Corporate in respect of the Property. At our request, you must produce proof of having done so. If any amounts which are due and payable remain unpaid after the due date, you agree that we will be entitled, but not be obliged, to pay such amounts on your behalf without notice to you. All such amounts will be debited to your Loan Account and will form part of the Loan and will bear interest as reflected in this Agreement. It is your responsibility to notify us, in writing, of any arrears in respect of any amounts due in terms of this clause 12.2.5;
- 12.2.6 on registration of the Bond you must deposit with the Guarantor or us:
- 12.2.6.1 the title deeds endorsed with the Bond and any diagrams which will be kept in safe custody;
- 12.2.6.2 licences and leases on the Property; and
- 12.2.6.3 during the period of the Bond, hand to us copies of the policies of insurance, all leases, sub-leases relating to the Property and insurance premium receipts;
- 12.3 unless the CPA permits a cancellation or termination of the End User Lease Agreement, you may not, without our prior written consent cancel or terminate the End User Lease Agreement, which consent will not be unreasonably withheld or delayed. Any purported cancellation or termination without our prior written consent, will be invalid;
- 12.3.1 you may not, without our prior written consent, which will not be unreasonably withheld or delayed, sell, dispose of or otherwise alienate the Property under a deed of sale or contract ("contract") in terms of which the purchase price or consideration is payable in more than 2 (two) instalments extending over more than 1 (one) year.
- 12.3.2 if you do not obtain our prior consent as required in clause 12.3.1 above then, without affecting any of our other rights, you cede, assign and transfer to us all your rights, title and interest in and to:
- 12.3.2.1 all the instalments and other sums payable under the contract;
- 12.3.2.2 collect and receive the instalments, with power to give proper receipts and acceptances; and
- 12.3.2.3 institute any legal proceedings for recovery of the instalments if payment is not made in accordance with the default procedure described in clause 20 of this Part B;
- 12.3.3 you may not, without our prior written consent (which will not be unreasonably withheld or delayed):
- 12.3.3.1 let, mortgage or in any way further alienate, burden, encumber or give up occupation of the Property or any part of it; and/or
- 12.3.3.2 use the Property or any part thereof for purposes other than the intended use as advised to us at the time the Loan was granted;
- 12.3.4 you must, at all times, comply with the conditions of the End User Agreement, the conditions of title, the Body Corporate Rules, the Sectional Titles Act the provisions of all servitudes and town planning schemes, all laws, by-laws, ordinances, proclamations and regulations applicable to or incumbent on you or the Property; and
- 12.3.5 if the whole or any part of the Property is lawfully expropriated (evicted for a public purpose by lawful means) by any competent authority, or subject to a
- Initials: (Borrower(s)/Agent and Witnesses\_\_\_\_\_



land claim in terms of the Restitution of Land Rights Act and such claim is settled by negotiation between you and the Land Claims Commissioner, any compensation payable must be paid directly into your Loan Account and will be allocated in accordance with clause 10.4 of this Part B. We will reimburse any amounts received by us in excess of the full amount owing to us.

- 12.4 We have the right to ask you to provide us with additional Collateral, within a reasonable period of time after our written request, to secure repayment of the Loan if:
- 12.4.1 the value of any Collateral held by us to secure your obligations in terms of this Agreement is no longer adequate; or
- 12.4.2 in our reasonable opinion your conduct on the Loan Account increases our risk under the Loan or any other amount owing to us in terms of any other agreement.
- 12.4.3 The End User Agreement (if applicable) is terminated or cancelled
- 12.5 The Collateral may be realised in part or in full:
- 12.5.1 if you give written notice to us to terminate this Agreement and request that we realise any Collateral held by us for your obligations in terms of this Agreement. We may realise the Collateral in accordance with the procedures of the NCA and credit your Loan Account with the proceeds from the realisation of the Collateral. If the amount credited to your Loan Account exceeds the Settlement Value prior to the realisation of the Collateral and if there is another credit provider with a registered credit agreement in respect of the same Collateral, we are required by the NCA to pay the excess to the Tribunal;
- 12.5.2 if there is no other credit provider, the excess will be paid to you, or to any Surety and/or Guarantor whose supporting Collateral has been realised and has resulted in the receipt of excess funds;
- 12.5.3 if you are in default in terms of this Agreement and we withdraw your rights in terms of this Agreement in accordance with clause 20 of this Part B; and/or
- 12.5.4 where a court has issued an attachment order in our favour.
- 12.6 Any collateral required by us in respect of the Loan will not affect any other Collateral that we may already hold or any rights that we may have in terms of this Agreement.

### 13 LOSS OF EMPLOYMENT

If the Loan is conditional on your employer giving us a suretyship or guarantee for payment of all or part of the Loan and:

- 13.1 you cease to be employed by that employer for any reason; and
- 13.2 you do not, within 30 (thirty) days of ceasing to be employed, make arrangements under this Agreement satisfactory to us for the substitution of the suretyship or guarantee,
- then, you will on written demand by us, pay to us the full amount owing on the Loan.

### 14 COSTS, FEES AND CHARGES

- 14.1 We may charge and recover any of the following applicable fees in respect of this Agreement, and as set out in Part A, provided that the amount of any fee charged and recovered does not exceed the legal maximum permissible amount - an Initiation Fee; a monthly Service Fee; the cost of any credit insurance/assurance for which we pay the premiums on your behalf; Default Administration Charges; and Collection Costs.
- 14.2 Unless stated otherwise, the costs, fees and charges referred to in this clause 14 are inclusive of VAT, currently 14% (fourteen percent). All costs, fees and charges in respect of this Agreement will be debited to the Loan Account.
- 14.3 Where there is a change in the frequency or time for payment of a fee or charge, we will give you written notice of at least 5 (five) Business Days, setting out the particulars of the change.
- 14.4 If we charge a fee in respect of this Agreement which is less than the prescribed legal maximum, then we may at any time increase it by giving you written notice of the increase no later than at least 5 (five) Business Days following the date on which the relevant fee changed, setting out the amount of the new fee.

- 14.5 You must pay to us all applicable costs, fees and charges set out in this clause 14, together with the Principal Debt and interest on the Principal Debt as set out in this Agreement.
- 14.6 The total of the amounts in Part A, in respect of the Initiation Fee, the Service Fee, the insurance and interest, where applicable, as well as Default Administration Charges and Collection Costs referred to below which accrue when you are in default, may not exceed the unpaid balance of the Principal Debt at the time the default occurs.
- 14.7 We may charge and recover from you interest on and in respect of any unpaid interest, costs, insurance premiums, fees and charges referred to in this clause 14 and clauses 15 and 16 of this Part B.
- 14.8 The Service Fees and charges applicable to your Loan are communicated to you by an annual Pricing Brochure and are also available on our website ([www.standardbank.co.za](http://www.standardbank.co.za))

### 15 LEGAL COSTS AND CHARGES

#### 15.1 Default Administration Charges

- 15.1.1 If you default in any payment obligation under this Agreement, we will charge you Default Administration Charges in respect of each letter sent to you. Default Administration Charges will be equal to the amount payable in respect of a registered letter of demand in undefended actions (i.e. legal action which is not defended by you) in terms of the Magistrates Court Act 32 of 1944, in addition to any reasonable and necessary expenses incurred in delivering the letter.
- 15.1.2 If you are in default under this Agreement we may draw such default to your attention in writing and suggest that you refer this Agreement to a - debt counsellor (if you are a Natural Person); or a dispute resolution agent; or the consumer court; or ombud with jurisdiction. If you have approached a debt counsellor we may, in respect of this Agreement, give notice to terminate the debt review, at any time, at least 60 (sixty) Business Days after the date on which you applied for the debt review.

#### 15.2 Collection Costs

- 15.2.1 We will charge you Collection Costs incurred by us in collecting any amount due and/or payable by you in terms of this Agreement.
- 15.2.2 Collection Costs will not exceed the costs incurred by us in collecting the debt, to the extent limited by law and in terms of the Supreme Court Act 59 of 1959, the Magistrates Court Act 32 of 1944, the Attorneys Act 53 of 1979, or the Debt Collectors Act 114 of 1998, whichever is applicable to the court approached by us to enforce this Agreement.

### 16 INTEREST

- 16.1 The variable interest rate applicable to this Agreement is linked to the Base Rate or the Official Rate (whichever is applicable), by a Margin related to the Base Rate or the Official Rate (whichever is applicable), that is determined by us and has been disclosed in the "Variable interest rate(s)" clause in Part A.
- 16.2 The interest rate applicable to this Agreement will change if the Base Rate or the Official Rate (whichever is applicable) fluctuates, provided that the new rate does not exceed any legal maximum permissible rate. If we do amend the interest rate, we will advise you in writing within at least 30 (thirty) Business Days after the change becomes effective.
- 16.3 The interest rate quoted in clause 3 of Part A, to which these terms and conditions are attached, applies to you if you are Staff. Should your employment with the Bank terminate for any reason, you will cease to qualify for the Staff category interest rate and will fall within the non-staff category. In that event the interest rate will be amended to a rate that would be applicable to the non-staff category subject thereto that the rate does not exceed the maximum allowed in terms of the NCA.
- 16.4 Any amendment to the interest rate would also result in an amendment to the amount reflected in of Part A of this Agreement.
- 16.5 You may apply for a fixed interest rate by concluding a Fixed Interest Rate Option Agreement, however the granting of such a fixed interest rate will be at our discretion and subject to separate requirements.
- 16.6 The interest payable by you is calculated on a daily basis on the outstanding balance calculated on a 365-day year, irrespective of whether the relevant year is a leap year



- charged monthly in arrears and is due and payable on the Repayment Due Date and debited to your Loan Account.
- 16.7 We will be entitled to add any unpaid interest to the outstanding balance of the Principal Debt.
- 16.8 We may charge and recover from you interest on and in respect of any unpaid interest, insurance premiums, costs, fees and charges referred to in this Agreement, which interest will be charged at a rate not exceeding the highest interest rate applicable in terms of this Agreement, provided that the amounts that accrue during the time you are in default will not in total exceed the unpaid balance of the Principal Debt at the time of default.
- 16.9 The default interest rate applicable to any amount by which you are in default and any amount which is not paid on its due date shall be the maximum interest rate prescribed under the NCA for transactions of the nature contemplated in this Agreement.
- 16.10 If the Base Rate or the maximum permissible NCA interest rate or the Official Rate (as the case may be) increases or decreases, the rate of interest payable by you may also decrease or increase by the same number of percentage points provided that this new rate does not exceed the legal maximum permissible rate. We shall in such event have the right to increase or reduce the Repayments, as the case may be, to such an amount as the Bank determines, so as to ensure that your indebtedness to the Bank is repaid within the Agreed Term.

## 17 TRANSACTIONAL FEES

- 17.1 We may charge and recover Transactional Fees from you
- 17.2 Transactional Fees do not form part of the amount of the Principal Debt for purposes of this Agreement and no interest is charged on these fees.
- 17.3 The Transactional Fees may be amended from time to time, on reasonable notice to you.
- 17.4 Unless the Transactional Fees are debited to another account nominated by you, they will be debited to the Loan Account and must be paid by you together with your other repayments as set out in this Agreement. To such extent, the Repayments set out in this Agreement will be adjusted accordingly.

## 18 TERMINATION OF THIS AGREEMENT BY YOU

- 18.1 You may terminate this Agreement, at any time, with or without advance notice to us, by settling the outstanding amount owing to us. You will remain liable for any and all obligations arising from the Agreement (including fees and costs) if you fail to advise us that your Card Account must be closed. The amount required to settle this Agreement will be the total of the Settlement Value amount and an early termination fee equal to no more than the interest which would have been payable under this Agreement for a period equal to the difference between 3 (three) months and the period of notice of settlement, if any, given by you.
- 18.2 If you would like a Statement of the Settlement Value in respect of the amount owing on your Loan Account, we will provide such a Statement either orally or, in writing, within 5 (five) Business Days of your request to do so.

## 19 WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 19.1 You warrant and represent to us on the date on which you sign this Agreement and for the duration of this Loan that since application to the Bank for the Loan offered in Part A that :-
- 19.1.1.1 There has **been** no deterioration in your financial position;
- 19.1.1.2 You **have** not applied for or taken up any additional credit
- 19.1.1.3 to **the** best of knowledge and belief, you are not aware of any existing or pending land claims in terms of the Restitution of Land Rights Act against the property(ies) and you undertake to notify the Bank immediately if you become aware of such claim;
- 19.1.1.4 you **are** not under debt counselling or subject to debt review, nor have you applied for debt review as at the date of signature of this agreement by you;
- 19.1.1.5 you **are** not subject to any administration order referred to in section 74(1) of the Magistrates Court Act or any business rescue order; and

- 19.1.1.6 you are not insolvent and have not committed any acts of insolvency in terms of the Insolvency Act 24 of 1936
- 19.2 you have the full capacity to effect and carry out your obligations in terms of this Agreement and that the terms of this Agreement do not conflict with and do not constitute a breach of the terms of any other agreement or undertaking or act that is binding on you;
- 19.2.1 **if applicable, you and any person who provides Collateral, have advised us if there are any requirements in your/their Constitutive Documents which amend any alterable provisions of the Companies Act 71 of 2008, particularly relating to your borrowing powers, and if applicable your/their power to provide Collateral, and that you/they have taken all necessary steps, fulfilled all formalities and obtained all approvals required by your/their Constitutive Documents as well as the Companies Act 71 of 2008;**
- 19.2.2 **all information that you provided to us in connection with the granting of this Loan is in all aspects true, complete, current and accurate, and you are not aware of any material facts or circumstances not disclosed to the Bank which, if disclosed, would adversely affect our decision to grant you this Loan;**
- 19.2.3 you will ensure that you, at all times, comply with the formalities required in terms of your Constitutional Documents as well as all legislation and other regulations applicable to this Agreement and your business activities, including but not limited to, where applicable:-
- 19.2.3.1 **delivering on time to the Companies and Intellectual Property Commission, your annual returns together with payment of your yearly fees, in respect of each financial year, in accordance with the provisions of the Companies Act 71 of 2008 or any other applicable laws; and**
- 19.2.3.2 anti-money laundering and combating the financing of terrorism regulations and;
- 19.2.3.3 all environmental laws and responsibilities; and
- 19.2.3.4 where applicable, you have complied and will comply with all exchange control regulations, rulings and requirements applicable to this Agreement, from time to time.
- 19.2.4 you will ensure that the benefits payable under any insurance policy referred to in this Agreement will be sufficient to replace the Property or assets covered thereby; and
- 19.2.5 you are not in default in respect of any of your material obligations in connection with the Loan and no default as specified in the "Default" clause in this Part B has occurred or is occurring.
- 19.3 If you are a natural person, you must tell us immediately if you are placed under an administration order or under debt review, become insolvent, or have any form of legal disability. On application for insolvency any amount outstanding under this Agreement will immediately become due, owing and payable to us.
- 19.4 If you are not a Natural person you must tell us immediately if you are placed under an administration order, wound up, liquidated, dissolved, deregistered, placed under judicial management, in any event, whether provisionally or finally and whether voluntarily or compulsorily, or passes a resolution providing for any such event; and/or is deemed to be unable to pay its debts; and/or resolves that it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against it, or have any form of legal disability. On application for liquidation any amount outstanding under this Agreement will immediately become due, owing and payable to us.
- 19.5 It is your duty to take whatever steps are necessary to maintain the insurance as contemplated in clause 7 and Credit Life Insurance as contemplated in clause 8 where required by us for the duration of this Agreement.
- 19.6 **To the maximum extent permitted by law, you hereby indemnify (hold us harmless) against any loss or damage suffered by us as a result of our reliance on any warranty, representation or information given by you in relation to this Agreement.**

Initials: (Borrower(s)/Agent and Witnesses) \_\_\_\_\_



19.7 You must at our request, which will normally be made annually, provide us with your latest financial statements, contingent liability details and any other

## 20 DEFAULT

20.1 Default in terms of this Agreement will occur if:

- 20.1.1 you fail to pay any amount payable to us under this Agreement on the due date; and/or
- 20.1.2 there is a material deterioration, in our reasonable opinion, in your financial position; and/or
- 20.1.3 the interest and/or costs and/or fees and/or charges are debited to an account other than the Loan Account, and there are insufficient funds available, in the account to be debited, to meet these amounts when they become due and payable; and/or
- 20.1.4 you fail to comply with legislation and/or regulations applicable to this Agreement and your activities including but not limited to any environmental laws or responsibilities, anti-money laundering and combating the financing of terrorism regulations, and/or, where applicable, any company laws; and/or
- 20.1.5 you breach any of the terms and conditions of this Agreement or any agreement with us in terms of which you provided collateral to us, and you fail to remedy the breach within the timeframe provided for in the written notice to do so; and/or
- 20.1.6 you breach the End User Lease Agreement (if applicable) and you fail to remedy the breach within the time specified in the lessor's written notice to you; or
- 20.1.7 you try to cancel or terminate the End User Lease Agreement (if applicable) without our prior written permission save to the extent that the cancellation or termination is permitted by the CPA;
- 20.1.8 any Collateral provider
- 20.1.8.1 commits any breach of its obligations to us in terms of any Collateral agreement;
- 20.1.8.2 fails to satisfy their suretyship and/or guarantee commitment when requested to do so; and/or
- 20.1.8.3 delivers to us written notice of termination of their liability under their suretyship and/or guarantee and/or Collateral; and/or
- 20.1.9 you or Collateral provider :
- 20.1.9.1 being a Natural Person - publishes a notice of the voluntary surrender of his estate or dies; and/or is placed under administration or debt review or commits an act of insolvency as defined in the Insolvency Act 24 of 1936; and/or has any application or other proceedings brought against him, or in respect of him, in terms of which he is sought to be sequestered or placed under curatorship, in any such event whether provisionally or finally, whether voluntarily or compulsory; and/or
- 20.1.9.2 not being a Natural Person - is wound up, liquidated, dissolved, deregistered or placed under judicial management, in any event whether provisionally or finally and whether voluntarily or compulsorily, or passes a resolution providing for any such event; and/or is deemed to be unable to pay its debts; and/or resolves that it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against it; and/or
- 20.1.10 where applicable, a court grants a garnishee order attaching part of a Surety and/or Guarantor's income to settle any amount owing by the Surety and/or Guarantor; and/or
- 20.1.11 the proceeds from the realisation of any Collateral are insufficient to repay all amounts owing to us and, despite us requesting repayment of the full amount owing, you have failed to repay this remaining Settlement Value amount;
- 20.1.12 you or any Collateral Provider compromises or attempts to compromise with its creditors generally or defers payment of debts owing by them to their creditors; and/or
- 20.1.13 any representation, warranty or assurance made or given by you in connection with your application for this Loan or this Agreement or any information and/or documentation supplied by you is, in our opinion, materially incorrect or false; and/or

20.1.14 You or any Collateral Provider generally do or omit to do anything which may affect our rights or Collateral in terms of this Agreement; and/or

20.1.15 judgment of a competent court against you, or any Collateral Provider for you, for the attachment of assets or for payment of any amount remains unsatisfied for more than 7 (seven) days after the date on which it is issued.

20.2 If you are in default, we may –

give you written notice of such default requesting that you rectify the default; and/or propose that you refer this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court, ombud with jurisdiction, or Tribunal with the intent that the Parties resolve any dispute under this Agreement or develop and agree on a plan to bring your Repayments up to date; and/or restrict activity or suspend all or part of the Loan; and/or withdraw the whole or part of the Loan; and/or commence legal proceedings to enforce this Agreement, including exercising our rights in terms of any collateral held, if applicable, if –

20.2.1 we have given you notice as referred to in clause 20.2 above and you have been in default under this Agreement for at least 20 (twenty) Business Days; and at least 10 (ten) Business Days have elapsed since we delivered the notice contemplated in clause 20.2 above, and in the case of a notice in terms of clause 20.2, you have not responded to that notice or have responded to the notice by rejecting our proposal.

20.3 Subject to clauses 20.2 and 20.5, we may, at our election and without affecting any other rights that we may have in terms of this Agreement or otherwise, recover from you payment of all amounts owing under this Agreement, including immediate repayment of the balance of the Principal Debt together with accrued but unpaid interest, Default Administration Charges and reasonable costs of enforcing this Agreement.

20.4 We may exercise our rights in terms of clause 20.2 of this Agreement and if you dispute our right to do so, you must continue to pay the Repayment amounts owing to us. Our acceptance of such amounts will not affect any of our rights in terms of this Agreement or in law.

20.5 If you are subject to the NCA and in default of your Repayment obligations under this Agreement, you may at any time before cancellation of the Loan by us, pay to us all amounts that are overdue, together with Default Administration Charges, Collection Costs and/or reasonable legal costs incurred up to the date of payment in terms of this clause and we may continue making the Loan available to you.

20.6 The above default clauses and default procedure will not apply if you generally do or omit to do anything which may cause us to suffer any loss or damage or you become or are likely to become Sanctioned, or we in any way know or suspect that:-

20.6.1 your Loan Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law; or you are involved in any illegal or terrorist activities. In these circumstances we may immediately restrict activity or suspend all or part of the Loan or withdraw the Loan without notice to you, and call for immediate Repayment of all amounts owing by you to us.

20.7 **If we close, restrict activity or suspend access to your Loan Account for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages arising as a result of such action that you or any third party may suffer, unless such damages are caused by our gross negligence or that of any person acting for or controlled by us.**

## 21 CESSION BY THE BANK

21.1 **To the maximum extent permitted by law, you hereby agree and consent thereto that we may, without further notice to you, cede and transfer all or part of our rights and/or delegate all or any part of our obligations under this Agreement, either absolutely or as collateral to any person ("purchaser/cessionary"), even though that cession and/or delegation may result in a splitting of claims against you.**

21.2 **You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.**

Initials: (Borrower(s)/Agent and Witnesses \_\_\_\_\_





## 22 INFORMATION SHARING

- 22.1 By entering into this Agreement you acknowledge and agree that we may provide any registered credit bureau with - details provided by you in your application for the Loan and this Agreement; and/or details of the conduct of your Loan Account; and/or details of any adverse information as defined in the NCA (in respect of such adverse information, we will give you at least 20 (twenty) Business Days' notice of our intention to provide the credit bureaux with this information); and/or details of the transfer of our rights as a credit provider under this Agreement to another person; and/or any other details as may be required by the NCA or other applicable laws.
- 22.2 Based on their records, the credit bureau may provide a Credit Record and/or a credit score on your creditworthiness to other credit providers. You have the right to contact the credit bureau to have your Credit Record with it disclosed and to request the correction of inaccurate information. The name(s) and contact details of the credit bureaux will be made available to you on request and shall also be made available on our website.
- 22.3 We may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on your Loan Account that gives us reasonable cause to suspect that the Loan Account is being used for improper purposes. The SAFPS may in turn make this information available to other members of the SAFPS if they carry out credit or other checks on your name.
- 22.4 At the request of any Surety and/or Guarantor, you agree that we may provide them with a copy of this Agreement, together with any amendments thereto, and/or details of the conduct of your Loan Account.

## 23 ADDRESSES FOR NOTICES

- 23.1 You choose, as the address for the serving of legal notices in terms of this Agreement ("notice address"), your address set out in Part A.
- 23.2 Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to your notice address or the telefax number, email address or postal address provided in your application for this Loan, or any address advised in terms of clause 23.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.
- 23.3 You must give us written notice to change your notice address, postal address, telefax number or email address. The change will be effective on the 10<sup>th</sup> (tenth) Business Day after receipt of the notice.
- 23.4 Any notice - sent by prepaid registered post will be deemed to have been received on the 5<sup>th</sup> (fifth) Business Day after posting; or sent by ordinary mail will be deemed to have been received on the 7<sup>th</sup> (seventh) Business Day after posting; or delivered by hand will be deemed to have been received on the day of delivery; or sent by telefax or email will be deemed to have been received on the 1<sup>st</sup> (first) Business Day after the date it was sent.
- 23.5 Despite anything to the contrary set out in this clause 23 a written notice or communication actually received by you will be an adequate written notice or communication to you even though it was not sent to or delivered to your notice address, postal address, telefax number or email address. You hereby agree that where the post office does not effect street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.
- 23.6 We choose the address set out on page 1 of Part A as the address at which all notices required to be delivered in terms of this Agreement, must be delivered by you ("our notice address").

## 24 GENERAL

- 24.1 The Loan is subject to the Exchange Control regulations in force from time to time in the Republic of South Africa and the requirements and directions of the Reserve Bank
- 24.2 You declare, warrant, represent and undertake to the Bank on the Signature Date hereof and on each date upon which the Loan is utilised, that:
- 24.2.1 you will not use (or otherwise make available) the proceeds of any of the Loan for the purposes of financing, directly or indirectly, the activities of any person or entity which is

Sanctioned or in a country which is subject to any Sanctions

- 24.2.2 you will not contribute or otherwise make available, directly or indirectly, the proceeds of any of the Loan to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any person or entity which is subject to any Sanctions;
- 24.2.3 you are not involved in any illegal or terrorist activities; and
- 24.2.4 none of your bank accounts held with the Bank are being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with any law
- 24.3 You hereby indemnify and hold the Bank and/or the Group harmless against any actions, proceedings, claims and/or demands that may be brought against the Bank and/or the Group and all losses, damages, costs and expenses which the Bank and/or the Group may incur or sustain, in connection with or arising out of:
- 24.3.1.1 the seizure, blocking or withholding of any funds by any Sanctioning Body;
- 24.3.1.2 and the breach of any warranties as set out in clause 24.2.above. Payment under the above indemnity shall be made by you on demand by the Bank or the Group. The provisions of this clause constitute a stipulation for the benefit of the Group which is not a direct party to this Agreement, capable of acceptance by the Group at any time and in any manner permitted by law.
- 24.4 If your date for Repayment or the charging of interest, costs, fees or charges does not fall on a Business Day, the item(s) will be processed on the 1<sup>st</sup> (first) Business Day after that day.
- 24.5 **Where the value of the Property, or any other Collateral, must be determined for any purpose related to this Agreement, and in our opinion we are required to appoint an assessor/valuator, you authorise us to appoint an assessor/valuator of our choice. You agree and undertake to accept such assessment/valuation.**
- 24.6 **Save as provided for in clauses 14.3 and 14.4 above, any agreed changes to this Agreement or termination of this Agreement will be made in writing in paper based form and signed by both you and us, or if the changes are recorded telephonically, we will provide you with written confirmation of the change in paper based form. We will deliver to you a document reflecting the agreed amendment, no later than 20 (twenty) Business Days after the date of the agreed change to this Agreement. The provisions of the Electronic Communications and Transactions Act 25 of 2002 do not apply to this clause. Unless specifically stated and agreed in writing, no amendment to this Agreement will create a new agreement. This requirement will only be satisfied if such amendment or variation is made in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 do not apply to this clause.**
- 24.7 Any translated version of this Agreement translated from this English version will be provided to you, upon request, for information purposes only. While the translated version of this Agreement describes the rights and obligations contained in this Agreement please note that this English version of this Agreement signed by you constitutes the legally binding Agreement between us. Therefore, any enforcement procedures in respect of this Agreement will be based on this English version.
- 24.8 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa and you hereby. consent in terms of section 45 of the Magistrate's Court Act 32 of 1944 to us taking legal steps to enforce any of our rights in terms of this Agreement, to the jurisdiction of any Magistrate's Court having jurisdiction in the area in which you reside or work, despite the amount involved. You do not consent to the jurisdiction of the High Court if the Magistrate's Court has concurrent jurisdiction.
- 24.9 To the maximum extent permitted by law, any special consideration we may give you will not be seen as a waiver of any of our rights under this Agreement or in any way affect any of our rights against you.



- 24.10 On application for insolvency or liquidation proceedings any amounts outstanding under this Agreement will immediately become due, owing and payable to us.
- 24.11 A certificate signed by any of our managers, whose appointment need not be proved, specifying the amount which you owe to us and stating that such amount is due, owing and payable by you to us, will on its mere production be sufficient proof of any amount due and/or owing by you in terms of this Agreement, unless the contrary is proved.
- 24.12 If applicable, you may apply to a debt counsellor at any time for help or to be declared over-indebted. Should the debt counsellor determine that you are over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of your credit agreements to be reckless or that your obligations be rearranged.
- 24.13 You have the right to - resolve any complaint by referring the matter to a dispute resolution agent, the consumer court or the ombud with jurisdiction; and/or in respect of any alleged contravention of the CPA or NCA, file a complaint with the Tribunal of the National Consumer Commission in respect of the CPA; or National Credit Regulator in respect of the NCA; and/or make an application to the Tribunal for an order resolving a dispute over information held by a credit bureau; and/or an order compelling the delivery of a Statement and/or review of a Statement; and/or permission to bring a complaint directly before the tribunal; and/or an order allowing late filing.
- 24.14 The contact details of the Credit Bureau, National Credit Regulator, National Consumer Commission, National Consumer Tribunal and Banking Ombud are available at your request and are also available on our website
- 24.15 To the extent that this Agreement, or the goods or services which are the subject of this Agreement, are governed by or subject to the CPA, no provision of this Agreement is intended to contravene the applicable provisions of the CPA. All provisions of this Agreement will be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the CPA and this Agreement must be interpreted and applied accordingly.
- 24.16 If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable this will not affect the remaining clauses in this Agreement which will continue with full force and effect
- 24.17 You should contact us if you need further explanation of anything related to, or referred to in, this Agreement. You may contact us at our Customer Contact Centre, or speak to a consultant at any Standard Bank branch.
- 24.18 This Agreement constitutes the entire Agreement between the Parties in relation to the subject matter thereof. Neither Party shall be bound by any express, tacit or implied term, representation, warranty promise or the like not recorded herein. This Agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.

## 25 DATA PROTECTION

- 25.1 You consent to us collecting your Personal information from you and where lawful and reasonable, from public sources for credit, fraud and compliance purposes as well as the purposes set out below
- 25.2 If you give us Personal information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you confirm that you are authorised to: (a) give us the Personal information; (b) consent on their behalf to the Processing of their Personal information, specifically any cross-border transfer of Personal information into and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf
- 25.3 You consent to us Processing your Personal information:
- 25.3.1.1 to provide products and services to you in terms of this Agreement and any other products and services for which you may apply;
- 25.3.1.2 to carry out statistical and other analyses to identify potential markets and trends, evaluate and

improve our business (this includes improving existing and developing new products and services);

25.3.1.3 in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies;

25.3.1.4 by sharing your Personal information with our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to the our privacy policies if they need access to any Personal information to carry out their services;

25.3.1.5 within the Group.

- 25.4 You consent to us disclosing your Personal information to Collateral Providers.
- 25.5 You will find our Processing practices in the Group and our privacy statements. These statements are available on the Group's websites or on request
- 25.6 If you are unsure about your tax or legal position because your Personal information is Processed in countries other than where you live or conduct business, you should get independent advice.

**By signing these terms and conditions you repeat the declaration in Part A, to which these terms and conditions are attached.**

Signed at \_\_\_\_\_ on (YYYY-MM-DD)\_\_\_\_\_

Initials: (Borrower(s)/Agent and Witnesses)\_\_\_\_\_



**Borrower(s)**

Full name

ID number

1 \_\_\_\_\_

1 \_\_\_\_\_

2 \_\_\_\_\_

2 \_\_\_\_\_

**Borrower(s) signature (s)**

1 \_\_\_\_\_

2 \_\_\_\_\_

| Witness (1)     |  | Witness (2)     |  |
|-----------------|--|-----------------|--|
| Name            |  | Name            |  |
| Identity Number |  | Identity Number |  |
| Signature       |  | Signature       |  |

