

**Sanlam Top Up Loans**  
**Pre–Agreement Statement**  
**in terms of section 92 of the National Credit Act 34 of 2005**  
**(incorporating rights, obligations, terms and conditions)**

**1. Definitions and Interpretation**

“**the Act**” means the National Credit Act No.34 of 2005 as amended from time to time.

“**the Agreement**” means your personal loan agreement with the Credit Provider. The Agreement is made up solely of the terms and conditions set out in the Pre-Agreement Statement and the document recording your electronic or written or verbal acceptance of both the Pre-Agreement Statement and the electronic or written or verbal and voice-recorded Quotation recorded and concluded by Direct Axis on behalf of the Credit Provider or your conduct in accepting the Loan amount by which you are deemed to have accepted the Pre-Agreement Statement and Quotation. For the avoidance of doubt, the terms and conditions set out in the Pre-Agreement Statement and Quotation supersede and replace any voice-recording which originated the Agreement for all purposes of the Act. Should we subsequently agree to extend a further loan amount to you by way of a change to the Agreement, we will provide you with a further Quotation reflecting the additional loan amount and any resulting change to the cost of credit and/or of credit life cover (if applicable), interest rate, repayment period and instalment amount. In such a case, should you accept the further Quotation, the terms and conditions set out in this document will be incorporated by reference into the amended Agreement. You need to ensure that you store this Pre-Agreement Statement in a safe place so that you can refer to it in future.

“**Annual Interest Rate**” means the fixed annual nominal rate at which interest is calculated on the balance of the Principal Debt.

“**Monthly Interest Rate**” means the fixed monthly nominal rate at which interest is calculated on the balance of the Principal Debt.

“**Credit Provider**” means Sanlam Personal Loans (Pty) Limited. Company Reg. No 2001/016316/07 and Registered Credit Provider NCRCP272. Domicilium Address 108 De Waal Road, Diep River, 7800

“**Direct Axis**” means Direct Axis SA (Pty) Ltd, Company Reg No 1995/006077/07, an authorised financial services provider and agent for the Credit Provider for the purposes of processing and administering Sanlam Top Up Loans. Domicilium Address 108 De Waal Road, Diep River, 7800.

“**Loan amount**” means any funds paid out to you in terms of this Agreement. This amount includes the **original loan amount** and any **additional loan amount** that may be paid to you subsequently by way of an amendment to this Agreement.

“**Principal Debt**” means the amount that is deferred and on which interest is calculated. It comprises the loan amount advanced, the initiation fee and any other costs including interest which are added as and when they become payable.

Any reference to “**We**”, “**Us**” or “**Our**” shall refer to the Credit Provider.

Any reference to “**You**” or “**Your**” means the credit receiver being the holder of this personal loan account.

**2. Costs of Credit**

The following costs of credit are payable:

- Interest, which is calculated daily in arrears at the Annual Interest Rate and compounded on a monthly basis on your elected due date for repayment OR which is calculated daily in arrears at the Monthly Interest Rate and compounded on a monthly basis on your elected due date for repayment. It is charged from the date the Agreement is concluded or the date an amended Agreement is accepted by you.
- Initiation fee, which is a fee charged for the preparation costs of the Agreement. You may pay this fee after the conclusion of this loan so that interest is no longer charged on it. If it is included in the principal debt, interest will be charged on the initiation fee. If you choose to pay this fee any time after the conclusion of this loan, you need to make payment to the First National Bank account and quoting the reference number that we provide.
- To the extent permitted by Chapter 6, Part C of the Act, should you at any time be in default in terms of this Agreement, the default administration and collection costs arising from your failure to comply with any of the terms and conditions of this Agreement, and for legal costs, collection costs and commission on all payments made by you if the matter is referred to a debt collection company or attorney. Such costs will be charged as and when they occur.

**3. Repayments and how We will use Your payments**

Instalments are due 14 days from the date of the Quotation, and subsequent instalments will be due monthly thereafter. To this end, it is a condition of the Agreement that you authorise us to originate a monthly debit order against the bank account that your income is paid into. With the exception of December, deductions will be made on your salary date, or on the last business day preceding this date where this date falls on a weekend or public holiday, provided that such date is not earlier than your instalment due date. Should we become aware of a change to your salary date or bank account details, your debit order details will be adjusted accordingly. We reserve the right to debit your account earlier than usual

in December provided we give you prior notification and provided that such date is not earlier than your instalment due date.

You may pre-pay any of the instalments without penalty. Your repayments will be used to reduce your obligations in the following order: (i) against due or unpaid interest (ii) against due or unpaid fees or charges and (iii) against the amount of the principal debt.

#### **4. Early Settlement of the Agreement**

You may settle this Agreement in full at any time, with or without notice, by paying the settlement value to us.

In such an event, the settlement value will be the unpaid balance of the principal debt plus the unpaid interest and all other fees and charges payable by you to us up until the settlement date. You may obtain the settlement value from Direct Axis at any time.

#### **5. Breach**

If you do or omit to do or allow anything which may in any way prejudice our rights under the Agreement or by which we may suffer any loss or damage, including late payment or non-payment of any instalments, you will be in default of the Agreement immediately upon the prohibited event or action or omission taking place.

If you pay any instalments later than the date that they are due, you will pay additional interest on the arrear amounts at the same interest rate as set out on the Quotation and which applies to the Agreement.

If you fail to honour 3 consecutive debit orders, your debit order will automatically be cancelled and you will be obliged to make cash payments in respect of the amount due and payable.

If you fail to pay any amounts due under the Agreement, then we may (without affecting any of our other rights), proceed with legal action for the enforcement and termination of the Agreement, as set out in Chapter 6 Part C of the Act. Where you are in default under the Agreement, the full outstanding capital balance will become due and payable immediately and you will also be liable for default administration charges and collection costs in terms of the Supreme Court Act, the Magistrates Court Act, the Debt Collectors Act or the Attorneys Act, whichever is applicable.

Should we elect to enforce the Agreement, the procedure set out hereunder will be followed:

- a letter will be despatched to you drawing your default under the Agreement to your attention
- a proposal will be made in that letter that you refer this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court or Ombud with jurisdiction, with the intention that we resolve any disputes or develop and agree on a plan to bring the payments under this Agreement up to date
- if you applied for debt review in terms of section 86 of the Act, and the review is not finalised within 60 business days after you applied for the debt review, we may send a notice, terminating the debt review in terms of section 86(10) of the Act

Should you apply for debt review in this way, you will not be able to enter into any other credit agreement or incur any further charges under a credit facility (such as using a credit card) until such time as your application has been rejected or you have settled all your obligations under all credit agreements as agreed by the court

Legal proceedings will not be commenced against you unless:

- you have been in default for at least 20 business days and
- at least 10 business days have elapsed since the default letter or notice referred to above has been delivered (which 10 day period may run concurrently with the 20 day default period) and
- you have failed to respond to the default letter, or you have responded by rejecting our proposal;

Should we elect to terminate this Agreement in terms of section 123 of the Act, the same enforcement procedure set out above will be followed prior thereto.

At any time before termination of the Agreement you are entitled to reinstate the Agreement if it is in default by paying all overdue amounts, as well as our permitted default charges and reasonable costs up to the time of reinstatement.

#### **6. Statement of Account**

We will send you a regular statement of account, which you may choose to receive monthly or quarterly.

#### **7. Addresses and the Receiving of Documents**

You agree that the residential address you provide is the address to which any legal notices must be sent.

You agree that the postal or email addresses that you provide are the addresses to which we must send all post and other communication, including statements of account. We undertake that we will not send any such communication to you by email unless you give us your permission to do so.

You must advise Direct Axis in writing of any change to any address or to any other of your contact details, including email address and telephone numbers. If you fail to give notice of a change of address, we may use the last address we have for you, even if this address is no longer correct.

You accept that you will be deemed to have received a notice or letter 5 days after we have posted it or 2 days after we have emailed it.

## **8. Certificate of Amount Due**

We may provide a certificate from any of our managers, whose position it will not be necessary to prove, showing the amount that is due to us, and how it is calculated.

Unless you disagree with such amount and are able to satisfy the court that the amount in the certificate is incorrect, it is agreed that we may take any judgment or order that we are entitled to in law based on the facts contained in the certificate, or such amount as the court may find to be owed by you.

## **9. Cession and Assignment**

We may, with or without notice to you, transfer our rights and obligations under the Agreement to any Credit Provider, and you agree that you will continue to fulfil your obligations to the new Credit Provider.

## **10. Credit Bureaux, Credit Reporting and Credit Sharing Practices**

By accepting our Quotation and this Pre-Agreement Statement you acknowledge and confirm that:

We may transmit the details of your application for finance and the loan agreement to any credit bureau. This includes the entering into and termination of the Agreement, your repayments in terms of the Agreement, and the disclosure of any non-compliance with the repayment terms and due dates under the Agreement.

However, where we intend to submit adverse information such as bad debt or handed over for legal action we will give you at least 20 business days' notice thereof.

The credit bureaux may use the information that we transmit to provide a credit profile and credit score reflecting your credit worthiness.

You may contact the credit bureaux at any time and you have the right to have your credit record disclosed and you may challenge any incorrect information and have the information corrected where we are unable to provide credible evidence verifying the information.

Credit bureaux names and contact details to which this information will be submitted are as follows:

- **Transunion:** phone 011 2146000 / 0861 482482 or email [webmaster@transunion.co.za](mailto:webmaster@transunion.co.za)
- **Experian:** phone 011 7993400 / 0861 105665 or email [info@experian.co.za](mailto:info@experian.co.za)
- **Xpert Decision Systems:** phone 011 645 9100 or email [info@xds.co.za](mailto:info@xds.co.za)

## **11. Complaints and Disputes**

In the event that you have a query, complaint or a dispute, please contact the Direct Axis Customer Care Department, who will do their best to resolve the complaint or dispute.

If Direct Axis cannot resolve your complaint or dispute, you also have the right to request the assistance of the Banking Ombudsman, the National Credit Regulator or, should the National Credit Regulator decline to assist you, you may refer the matter directly to the Tribunal.

Complaints and disputes contact details are as follows:

- **Direct Axis Customer Care/ Compliance Department:** phone 0861 133 421 or email [SPLCustomercare@directaxis.co.za](mailto:SPLCustomercare@directaxis.co.za)
- **Banking Ombudsman:** phone 0860 800 900 or email [info@obssa.co.za](mailto:info@obssa.co.za)
- **National Credit Regulator:** phone 0860 627 627 or email [info@ncr.org.za](mailto:info@ncr.org.za)
- **National Consumer Tribunal:** phone 012 663 5615 or email [Registry@thenct.org.za](mailto:Registry@thenct.org.za)

## **12. Right to Apply to a Debt Counsellor**

You have the right to apply to a Debt Counsellor to be declared over-indebted in terms of section 86 of the Act and to ask for assistance prior to our taking any enforcement action against you if you are in default under the Agreement.

The contact details for Debt Counsellors in your area can be obtained from the National Credit Regulator if Direct Axis is unable to assist you in this regard. The Debt Counsellor will require you to complete a Form 16 and to pay a fee that is prescribed under the National Credit Act. If your application is accepted, the Debt Counsellor will assess your application and will either reject or accept your application.

## **13. Other Rights**

Under the National Credit Act, you have the right:

- to apply for credit
- to protection against discrimination in respect of credit
- to request that the dominant reason why credit was declined be provided to you in writing
- to be provided with documentation that is required under the Act, in an official language for which we have been approved by the National Credit Regulator
- to information in plain and understandable language
- to receive all documents that are required by the Act

- to be provided with a quotation that is valid for 5 business days and with a Pre-Agreement Statement, the terms and conditions of both of which shall be fully explained to you prior to you entering into any credit agreement.
- to be excluded from any—
  - (i) telemarketing campaign that may be conducted by or on behalf of the credit provider;
  - (ii) marketing or customer list that may be sold or distributed by the credit provider, other than as required by the Act; or
  - (iii) any mass distribution of email or sms messages by or on behalf of the credit provider.

You may exercise this right when accepting your loan quotation, or at any other time by phoning Direct Axis Customer Care on 0861 133 421 or by emailing [SPLCustomercare@directaxis.co.za](mailto:SPLCustomercare@directaxis.co.za)

#### **14. Other Acknowledgements and Confirmations**

All successful loan applicants will be provided with a Quotation as required by the Act, at which time all financial details including interest rate and other costs specific to your application will be disclosed.

Should you at any time request any additional loan amount as a change to the Agreement, a further Quotation will be provided reflecting the amended financial details resulting from any change in loan amount, repayment period or interest rate.

Quotations are valid for 5 business days, during which time any documentation requested from you must be delivered to us. Your loan amount will only be paid out to you once we have received all the required documentation from you.

Applications, quotations and acceptance thereof may be telephonic, in which case such conversations will be voice-recorded

Applications may also be made online via the website [www.sanlamtopuploan.co.za](http://www.sanlamtopuploan.co.za) . In such case any online quotation may also be accepted online

In all cases, your acceptance of any quotation will subsequently be confirmed in writing.

By accepting the Quotation and the terms of this Pre-Agreement Statement you acknowledge and confirm that:

- you are not currently over-indebted
- you are not under administration, sequestration, debt review or a restructuring order and have not been declared mentally unfit by an order of court
- you have read and understood this pre-agreement statement before accepting any loan amount that you may be offered
- the Quotation and Pre-Agreement Statement have been discussed with you and you understand and appreciate the costs, risks and obligations associated with you entering into the Agreement
- If you are married in community of property, you require your spouse's consent to enter into this Agreement and you have obtained such consent
- any additional loan amount that may be extended to you as a change to the Agreement will not create a new agreement, and such extension will be on the same terms and conditions as contained herein.
- you have not taken up any further credit other than that which already existed at the time you applied for finance
- all the information that you have given us is true and current in every respect and that we may rely on this information
- if you fail to pay any amounts due under the Agreement, Direct Axis will be entitled to contact you in respect of these failed payments any day of the week
- if there are insufficient funds in the nominated bank account to meet the debit order obligations, we are entitled to track your bank account and re-present the instruction for payment as soon as sufficient funds are available in the aforementioned bank account
- should your debit order authorisation be cancelled/ revoked on the basis of 3 consecutive failed debit order payments, you hereby authorise Direct Axis to re-instate your debit order at its discretion.
- in the event that you change your bank account details, Direct Axis is authorised to apply those bank account changes to any other contract you concluded through Direct Axis

We reserve the right to withdraw from the Agreement by giving written notice thereof should any new or previously undisclosed fact emerge that would adversely affect your credit worthiness or ability to repay this loan. The Agreement will then be of no force and effect and neither party will have any claim against the other.

**Your verbal, written or online acceptance of the Quotation or your conduct in accepting the Loan amount together with the Terms and Conditions set out in the Pre-Agreement Statement shall constitute the sole record of the Agreement and be binding until you have paid all the amounts due under the Agreement. No changes may be made to the Agreement unless these changes are agreed to in writing or alternatively are agreed verbally and voice-recorded, and subsequently reduced to writing. Such changes may include an additional loan amount paid out subsequently to the original loan amount.**