

1 You confirm that you have had an adequate opportunity to read and understand the terms and conditions, and that you are aware of all the terms printed in bold. Please contact us if you need further explanation of anything referred to in this Agreement or related to the use of your Card. You may contact us at our email address [help@bluebean.com](mailto:help@bluebean.com) or call our Customer Contact Centre on **0860 121 131**.

2 **Cost of credit**  
The quotation attached hereto as Part A, sets out the information relating to the total cost of the credit facility.

3 **Definitions**  
In this Agreement, unless the context otherwise indicates:

<b>Account holder, you or your</b>	means the person described as the account holder in Part A;
<b>Additional Cardholder</b>	means the person to whom an additional card, which is linked to the Card Account, is issued at your request;
<b>Agreement</b>	means these terms and conditions (Part B) and which incorporates the quotation attached hereto (Part A) as well as all notices and letters given by us to you in terms of the NCA;
<b>Automatic Payment Order</b>	means the method by which you make the payments due as reflected on your monthly Statement and includes a debit order;
<b>ATM</b>	means an automated teller machine;
<b>Bank, we, us, our, Standard Bank</b>	means The Standard Bank of South or Africa Limited (Registration number 1962/000738/06), its successors in title or assigns;
<b>Budget Facility</b>	means the portion of the credit facility used by you for purchases costing more than R200 (two hundred rand) and that are repayable over a period of 6 (six) to 60 (sixty) months;
<b>Business Days</b>	mean any days other than a Saturday, Sunday or statutory holiday;
<b>Card</b>	means the relevant credit and/or garage card, including any additional card that we issue at your request;
<b>Card Account or Account</b>	means the credit card account opened in our books in your name in respect of this Agreement;
<b>Cardholder</b>	means the person to whom a Card has been issued;
<b>Common Monetary Area</b>	means South Africa, Swaziland, Lesotho and Namibia;
<b>Magistrate's Court Act</b>	means the Magistrate's Court Act No 32 of 1944 and all regulations promulgated in terms of this act;
<b>Margin</b>	means the number of percentage points interest charged by us above or below the Prime Interest Rate or the Official Rate, whichever is applicable;
<b>Merchant</b>	means a supplier of goods and services, and includes an ATM owner;
<b>Natural Person</b>	means a private individual;
<b>NCA</b>	means the National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;
<b>Official Rate</b>	means the Official Rate of interest used in the determination of taxable employment benefits, as prescribed by the Income Tax Act, 1962, as amended, replaced or re-enacted from time to time, being the reference rate in respect of employees of the Bank;
<b>Parties</b>	means you and us and " <b>Party</b> " means any one of us as the context may indicate;
<b>Payment Due Date</b>	means the due date for payment of all amounts due and payable as shown on your Statement;
<b>PIN</b>	means a confidential personal identification number used for operating your Account including a customer selected PIN (CSP);
<b>Prime Interest Rate or Prime</b>	means our published variable interest rate as specified in the quotation;

**Repayment Statement**

means a payment made by you to us;  
means a document reflecting the Transactions made on your Account up to the date of the Statement, the full amount owing to us (including any interest, costs, fees and charges that may be levied) and the Payment Due Date;

**Statement Date**

means the date on which your Statement is created and printed;

**Straight Facility**

means that portion of the credit facility used by you as a revolving credit facility, which is not a Budget Facility;

**Transaction**

includes any transaction debited against your Card Account for transactions concluded with a Card, card number and/or PIN to pay for any goods or services or to withdraw cash or to transact using an electronic device; and

**Transaction Fees**

means the fees we charge for banking and other financial services and does not form part of the service fee we charge for the routine administration costs of maintaining this Agreement.

- 3.1 Reference to -
- 3.1.1 one gender includes all the genders;
- 3.1.2 the singular form of a word includes the plural; and
- 3.1.3 the plural form of a word includes the singular.
- 3.2 The headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.
- 3.3 If any provision in the definition 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 the Agreement.
- 3.4 Unless otherwise defined in this Agreement words defined in the NCA will bear the same meanings in this Agreement.
- 3.5 Any reference in this Agreement to legislation or subordinate legislation is to legislation or subordinate legislation at the date of signature of this Agreement and as changed or re-enacted from time to time.
- 3.6 When any number of days is referred to in this Agreement this will exclude the first day and include the last day. Saturdays, Sundays and statutory holidays in the Republic of South Africa are excluded.
- 3.7 Where we are required to exercise our discretion in this Agreement we will exercise such discretion in a reasonable manner.
- 3.8 Important clauses which may limit our responsibility or involve some risk for you will be in bold.
- 4 Grant of a credit facility**
- 4.1 You have accepted the credit facility as set out in the quotation, which upon acceptance forms part of this Agreement.
- 4.2 Additional cards to other Cardholder(s) will be issued at your request.
- 4.3 The use of all Cards are subject to the terms and conditions of this Agreement.
- 4.4 We will be able to commence with our services as agreed, once we have approved your application, and any further conditions imposed by law have been complied with.
- 4.5 Your first Card will be delivered to you in person. Any renewal or replacement cards will be delivered by secure mail to a post office, one of our branches or in person, as agreed on between you and us.
- 5 Principal debt**
- 5.1 Every Transaction concluded with the Card (including any additional cards linked to your Account) and any transfer of an amount from the Account will form part of the principal debt on which interest will be levied. The issue of additional cards will not affect the credit limit we allow on the Account.
- 5.2 All amounts debited to the Account in terms of the credit facility granted to you, together with interest thereon, are repayable by you in the manner set out in this Agreement.
- 6 Validity of the Card**
- 6.1 The Cardholder must sign his Card in ink on the reverse side of the Card as soon as he has received it. An unsigned Card may not be used.
- 6.2 Only the Cardholder may use the Card. The Card may not be transferred to any other person nor may the Cardholder authorise any other person to use it.
- 6.3 Each Card has an expiry date and is valid until the last day of the month shown. A new Card will be issued unless your credit facility has been terminated or suspended or the Account has been closed.
- 7 Using your Card**
- 7.1 The Cardholder may use the Card to pay for goods and services at Merchants who accept the Card. When paying, the Cardholder must sign a transaction slip if the Merchant requires. The Cardholder will not have to sign a transaction slip when doing remote Transactions, such as ordering via mail, telephone or the Internet. The Merchant will have to obtain authorisation from us for all point-of-sale Transactions.
- 7.2 You have the option to have separate PINs allocated to any Cards which operate on your Account. A PIN will allow the Cardholder to use self-

- service banking facilities to effect Transactions such as drawing cash, depositing and transferring money. You can also effect certain other Transactions with your Card, such as the purchase of fuel where credit cards are accepted, foreign exchange, and casino chips and travellers cheques.
- 7.3 You may be charged a separate Transaction Fee for certain Transactions. Transaction Fees are not part of the principal debt and are separate from the service fee we charge for the routine administration costs of maintaining this Agreement.**
- 7.4 A full list of these additional Transaction capabilities, together with the fees and charges applicable to the Transactions, can be requested by you when applying for your PIN, or are available from any of our branches, or on our website at [www.bluebean.com](http://www.bluebean.com)
- 7.5 If a person, other than the Cardholder, uses the PIN allocated to their Card you will be liable for all such Transactions.**
- 7.6 The Account has a credit limit and you may not exceed it. Any Transactions which are honoured by us, or interest, costs, fees and charges that are due and payable by you which result in the credit limit being exceeded, will be treated as a request by you for a temporary increase of your credit limit. You will be liable for payment of the full amount by which your credit limit is exceeded, together with your minimum repayment, both of which will be repayable on the Payment Due Date shown on your next Statement.
- 7.7 You must notify us if you, or any Additional Cardholder, intend using a Card, which is linked to your Account, outside the Common Monetary Area. It is the Cardholder's responsibility to familiarise themselves with the applicable exchange control rulings and regulations when using their Card outside the Common Monetary Area, and to ensure that they fully comply with these rulings and regulations. These rulings can be found on the SARB website at <http://www.reservebank.co.za>. We are obliged to report all Transactions that occur outside the Common Monetary Area to the South African Reserve Bank.
- 7.8 It is the responsibility of the Cardholder to ensure that his Card is used only for lawful Transactions. Subject to clause 8 below, you will be liable for payment of all Transactions, including where a Card, which is linked to your Account is used for unlawful Transactions.**
- 7.9 You must set daily and monthly limits for electronic banking Transactions if you have a PIN allocated to your Card. Limits for ATM withdrawals apply to South Africa only.
- 8 Unauthorised use of your Card and PIN**
- 8.1 The Cardholder must notify us immediately if they realise that they have lost their Card, or it has been stolen, or their PIN has become known to any other person. We will stop the Card as soon as reasonably possible after being advised to do so. To report a lost or stolen Card or a compromised PIN, please contact BlueBean on **0860121131** or **011 299 4131**.
- 8.2 If the loss or theft of the Card or the compromise of the PIN is not reported immediately, you will be responsible for all cash drawn and payments made with the Card before we stop it.**
- 8.3 You will be liable for any Transactions if -**
- 8.3.1 the Cardholder's signature appears on the voucher, transaction slip, sales slip or similar record proving use of the Card; or**
- 8.3.2 we have evidence to establish that the Cardholder authorised or was responsible for that particular use of the Card.**
- 9 Authority to debit your Account**
- 9.1 All Transaction Fees will be charged at the time of the Transaction while all other costs, fees and charges in respect of this Agreement will be debited to your Account on the Statement Date.**
- 9.2 You will remain liable for any amount owing until your Account is credited.**
- 10 Your monthly Statements**
- 10.1 We will send a Statement to your chosen postal or email address every month. The Statement will show all Transactions processed on your Account up to the Statement Date.
- 10.2 Your Statement will show the outstanding balance, the amount of the payment due to us and the Payment Due Date.
- 10.3 You should contact our Customer Contact Centre if you do not receive a monthly Statement or if you require any additional Statements. Failure to receive a monthly Statement will not entitle you to refuse or fail to pay any amount that is due to us.
- 10.4 You may dispute all or part of the monthly Statement delivered to you, by sending us written notice of your objections within 30 (thirty) days of your Statement Date.
- 10.5 A debit to your Account takes effect on the date on which the Cardholder incurred the debit.
- 10.6 A credit to your Account takes effect on the date that you make payment to us, or otherwise earn the right to have the Account credited.
- 10.7 You may not be able to draw against certain deposits (for example, bills, cheques, debit orders) to your Account until the deposits have been paid and we have received the funds, even if your Account has already been credited with the amount of the deposit. It may take up to 10 (ten) days before such funds are cleared for payment. If we do not receive the funds for any reason, we may reverse the credit and any associated interest. We will adjust debits or credits to your Account and account balances, so as to reflect your and our legal obligations accurately.**
- 10.8 You have the right at any time to pay in advance any amount owed to us without notice or penalty. When making this payment, you must advise us if it is intended to reduce your liability to us under your Budget Facility. Should no such notice be received, all advance payments will first be allocated to your liability to us under your Straight Facility.**
- 10.9 We will credit each Repayment made under this agreement to you on date of receipt of the payment, as follows:
- 10.9.1 firstly, to satisfy any due or unpaid interest charges;
- 10.9.2 secondly, to satisfy any due or unpaid fees or charges; and
- 10.9.3 thirdly, to reduce the amount of the principal debt.
- 11 Repayments**
- 11.1 You must pay the Bank at least the minimum amount payable as indicated on your monthly Statement on the Payment Due Date.
- 11.2 We charge a variable interest rate linked to our Prime Interest Rate or the Official Rate (whichever is applicable) as the reference rate. The total amount of the interest as well as the amount of the instalments as specified in the quotation may change if the Prime Interest Rate or the Official Rate changes.
- 11.3 We may charge and recover the following fees in respect of the credit facility as set out in Part A, provided that the amount of any fee charged

- and recovered does not exceed any legal maximum permissible:
- 11.3.1 where applicable, an initiation fee in respect of the costs of initiating this agreement. You have the option to pay the initiation fee, if any, upfront, in which case it will not be included in the principal debt. If you have not elected to pay the initiation fee upfront, the initiation fee (if any) will be charged on the first monthly Statement;
- 11.3.2 the service fee specified in the quotation.
- 11.4 If the Card is used for cross-border international Transactions, you will be required to pay a currency conversion fee.
- 11.5 We may provide you with a Budget Facility linked to your Account that allows you to repay certain large purchases over an extended period. Repayments on your Budget Facility will be in monthly payments that include interest and will be added to the amount due on your Straight Facility. The whole balance will become due and payable immediately if you fail to pay one payment by the Payment Due Date.**
- 12 Insurance**
- 12.1 The Bank may offer you optional life insurance for your outstanding obligations in terms of the credit facility as set out in Part A.
- 12.2 You confirm having been informed of your right to waive a policy of insurance proposed by the Bank and substitute same with a policy of your own choice. Irrespective of whether you exercise your right to substitute with an insurance policy of your own choice or not, you must give the Bank a written nomination and authority -
- 12.2.1 authorising the Bank (at the Bank's election) to pay any premium due in terms of the substituted insurance policy during the term of this Agreement on your behalf when it falls due;
- 12.2.2 to debit your Account with premiums paid on your behalf on a monthly basis as indicated in the quotation;
- 12.2.3 nominating the Bank as a loss payee in terms of the substituted insurance policy on the happening of the insured event;
- 12.2.4 authorising the insurer concerned to make payment if an insured event occurs, to settle your obligations towards the Bank under this Agreement as a first charge against the proceeds of that policy at any time during the term of this Agreement.
- 12.3 If at any time the Bank proposes to you the purchase of a particular policy as contemplated in clause 12.1, the Bank will disclose to you in writing -
- 12.3.1 the costs of the insurance for which you are liable;
- 12.3.2 any additional fees, commission, remuneration or benefit payable to the Bank in relation to the insurance policy concerned; and
- 12.3.3 the premium payable.
- 12.4 You shall cede to the Bank any policy of insurance taken out in terms of clause 12.1, if applicable and will sign all documents necessary to give effect thereto. Such cession is intended as security for your obligations in terms of this Agreement. Upon you fulfilling all your obligations in terms of this Agreement, the cession will be cancelled.
- 12.5 You consent to us, enquiring from your insurer at any time if your insurance policy is still in place and fully paid.
- 12.6 You confirm and acknowledge that the required insurance value under this Agreement is calculated by the Bank for credit risk purposes and does not constitute a formal insurance assessment. It is your responsibility to ensure that your insurance risk is adequately covered.
- 13 Interest**
- 13.1 The variable interest rate applicable to this Agreement is linked to our Prime Interest Rate or the Official Rate (whichever is applicable), by a Margin related to our Prime Interest Rate or the Official Rate (whichever is applicable), that is determined by us and has been disclosed in the quotation (Part A). The interest rate applicable to this Agreement will change if Prime or the Official Rate (whichever is applicable) fluctuates, provided that the new rate does not exceed the 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.
- 13.2 Interest will be payable:
- 13.2.1 if, with reference to the instalment payable, you do not pay the full outstanding amount owing on your Account on or before the Payment Due Date shown on your monthly Statement;
- 13.2.2 on the amount of each cash advance (for example, cash withdrawals, travellers cheques, foreign exchange, casino chips, fuel purchases and any electronic Account payments or transfers) if the advance results in a debit balance on your Account. Interest is calculated from the date of the cash advance until the amount is repaid in full.
- 13.3 The interest payable by you is -
- 13.3.1 calculated on a daily basis on the outstanding balance;
- 13.3.2 calculated on a 365-day year, irrespective of whether the relevant year is a leap year;
- 13.3.3 charged monthly in arrears and is due and payable immediately; and
- 13.3.4 debited to your Account.
- 13.4 The Bank shall be entitled to add any unpaid interest to the outstanding balance of the principal debt which at that stage is still payable in terms of this Agreement.
- 13.5 Except that the total of the amounts contemplated in Part A in respect of, where applicable, the initiation fee, the service fee, the cost of credit insurance and interest, 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.
- 13.6 If the Prime Interest Rate or the Official Rate (as the case may be) increases or decreases, the rate of interest payable by you will decrease or increase by the same number of percentage points by which the relevant rate has increased or decreased. The Bank 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 same period as would have been the case had the reference rate not changed.
- 14 Your right to terminate**
- 14.1 You may terminate this Agreement at any time by paying an amount (Settlement Amount) equal to the aggregate of -
- 14.1.1 the unpaid balance of the principal debt as at that date (Settlement Date); and
- 14.1.2 all unpaid interest and all other fees and charges due or payable by you in terms of this Agreement up to and including the Settlement Date.
- 14.2 If you would like a Statement of the Settlement Amount in respect of your credit facility, we will provide such Statement, either orally or in writing, within 5 (five) Business Days of your request to do so.
- 14.3 The Statement reflected in clause 14.2 above will only be binding for the

14.4	date stated and will not include any Transactions effected or processed on or after this date and for which you will also be liable. Any Transactions effected or processed on or after Settlement of the Account will still be your responsibility.	17.6	If when increasing the credit limit, the Bank alters any other term of this Agreement, the Bank must comply with the applicable provisions of the NCA.
<b>15</b>	<b>Cancellation of the Card, suspension and/or cancellation of the credit facility</b>	<b>17.7</b>	<b>The credit limit may be increased or reduced in accordance with the NCA.</b>
15.1	The Card will always remain the property of the Bank, and without the Bank losing any right to any claim which it may have against you, the Bank has the right to -	<b>18</b>	<b>Costs, fees and charges</b>
15.1.1	suspend the Card at any time if you are in default under the Agreement; or	18.1	We may charge and recover the following fees in respect of the credit facility as set out in Part A, provided that the amount of any fee charged and recovered does not exceed any legal maximum permissible:
15.1.2	demand the return of the Card, cancel or repeal the Card in the event that the credit facility is closed.	18.1.1	where applicable, an initiation fee in respect of the costs of initiating this Agreement;
15.2	The Bank may -	18.1.2	where applicable, an annual service fee recoverable by us in connection with the routine administration cost of maintaining this Agreement;
15.2.1	suspend the credit facility at any time if you are in default under this Agreement; or	18.1.3	where applicable, default administration charges to cover administration costs incurred as a result of you defaulting on an obligation under this Agreement; and
15.2.2	close the credit facility by giving written notice to you at least 10 (ten) Business Days before the credit facility will be closed.	18.1.4	where applicable, collection costs being amounts that may be charged by us in respect of the enforcement of your monetary obligation under this Agreement, but which do not include default administration charges.
15.3	As soon as the credit facility is closed, you must destroy all the Card(s) immediately by cutting through the magnetic stripe and account number and by scratching out the numbers that appear on the signature panel of the Card.	18.2	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.
<b>15.4</b>	<b>A Card that is not destroyed correctly may still be used. If a Card is used after the credit facility has been closed, you will be liable and be held responsible for the Transactions.</b>	18.3	Should we charge a fee in respect of this Agreement which is less than any prescribed legal maximum, then we may at any time increase it by giving you written notice of the increase no later than 5 (five) Business Days following the date on which the relevant fee changed, setting out the amount of the new fee.
<b>16</b>	<b>Warranties, representations and undertakings</b>	18.4	You must pay to us all applicable costs, fees and charges set out in this clause 18, together with the principal debt and interest on the principal debt, as set out in this Agreement.
16.1	You warrant and represent to us on the date on which you sign this Agreement and every day thereafter for the duration of this Agreement that -	18.5	We may charge and recover from you interest on and in respect of any unpaid interest costs, fees and charges referred to in this clause 18, and clause 19 below. Interest will be charged at a rate not exceeding the highest interest rate applicable to any part of the principal debt, 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.
16.1.1	you have the full capacity to effect and carry out your obligations in terms of this Agreement;	18.6	International purchases will be subject to a currency conversion fee.
16.1.2	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;	<b>19</b>	<b>Legal costs and charges</b>
16.1.3	all information that you provided to us in connection with the granting of this credit facility 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 make this credit facility available to you;	19.1	Default administration charges
16.1.4	you are not in default in respect of any of your material obligations in connection with this Agreement and no default as specified in clause 22 below has occurred or is occurring;	19.1.1	If you default in any obligation under this Agreement, the Bank will levy default administration charges in respect of each letter the Bank needs to write to you in terms of the NCA. Such charges will be equal to those payable in respect of a registered letter or demand in an undefended action in terms of the Magistrate's Court Act together with necessary expenses incurred in delivering such letter.
16.1.5	you will ensure that you, at all times, comply with legislation and other laws applicable to this Agreement and your activities, including but not limited to, where applicable:	19.2	Collection costs
16.1.5.1	delivering, on time to the Companies and Intellectual Property Registration Office, signed versions of your annual (consolidated) financial statements in respect of each financial year, in accordance with the provisions of the Companies Act 61 of 1973 or any other applicable laws. If you are not required by statute to submit annual financial statements you will conform with the requirements set out in the Close Corporations Act 69 of 1984 or any other applicable laws when required to submit such statements; and	19.2.1	The Bank will charge (and you will pay) in respect of enforcement by the Bank of your payment obligations under this Agreement, all costs incurred by the Bank in collecting (as contemplated in the NCA) any amount due and/or payable in terms of this Agreement in terms of -
16.1.5.2	all environmental laws and responsibilities; and	19.2.2	the Supreme Court Act 59 of 1959;
16.1.6	where applicable, you have complied and will comply with all exchange control regulations, rulings and requirements applicable to this Agreement, from time to time.	19.2.3	the Magistrate's Court Act;
16.2	You must:	19.2.4	the Attorneys Act 53 of 1979;
16.2.1	tell us immediately if you are placed under an administration order, 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; and	19.2.4	the Debt Collector's Act 114 of 1998, as the case may be, but excluding any default administration charges.
16.2.2	where applicable, ensure that the benefits payable under any insurance policies referred to in this Agreement will be sufficient to replace the property or assets covered thereby.	<b>20</b>	<b>Credit bureau(x) and credit information</b>
<b>17</b>	<b>Credit limit increases</b>	20.1	You acknowledge and agree that we may provide the following information to any registered credit bureau(x):
17.1	The Bank may increase the credit limit under this Agreement only -	20.1.1	details provided by you in your application for credit and under this Agreement; and/or
17.1.1	temporarily as referred to in clause 17.2; or	20.1.2	details of the conduct on your Account; and/or
17.1.2	by Agreement with you, subject to clause 20.4; or	20.1.3	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
17.1.3	in response to a written or oral request initiated by you at any time; or	20.1.4	details of the transfer of our rights as a credit provider under this Agreement to another person; and/or
17.1.4	with the written consent provided by you in response to a written proposal by the Bank which may be delivered at any time; or	20.1.5	any other details as may be required by law.
17.1.5	unilaterally in accordance with, and subject to the limitations set out in, this clause 17.	20.2	The credit bureau will provide a credit profile and possibly a credit score on your creditworthiness. You have the right to contact the credit bureau(x) to have your credit record with it disclosed and to request the correction of inaccurate information.
17.2	An increase in the credit facility shall be temporary if:	20.3	We may provide details to the South African Fraud Prevention Services (SAFPS) of any conduct on your Account that gives us reasonable cause to suspect that the 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.
17.2.1	the Bank honours (pays) a payment instrument or instruction issued by you despite the fact that it exceeds the credit limit of this Agreement; or	20.4	At the request of any surety for this Agreement, 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 Account.
17.2.2	the Bank agrees to increase the credit limit in response to a request from you in order to accommodate a particular Transaction on condition that the preceding credit limit will again apply within a specified period or after a specified occurrence has taken place.	<b>21</b>	<b>Dispute resolution</b>
17.3	Before increasing the credit limit in terms of clause 17.2, the Bank must complete a fresh assessment of your ability to meet the obligations that could arise under that increased facility as required by the NCA.	21	You may resolve a complaint by way of alternative dispute resolution, file a complaint concerning an alleged contravention of the NCA by the Bank with the National Credit Regulator or make an application to the National Consumer Tribunal or the Ombudsman for Banking Services and a Consumer Court.
17.4	If you at the time of applying for this credit facility or at any later time have in writing specifically requested the option of having the credit limit automatically increased from time to time, the Bank may unilaterally increase the credit limit under this Agreement -	<b>22</b>	<b>Implications of default and process to be followed</b>
17.4.1	once during each year as measured from the later of:	22.1.1	Default in terms of this Agreement will occur if:
17.4.1.1	the date the credit limit under this Agreement was established; or	22.1.1	you fail to pay any amount payable to us under this Agreement on the due date; or
17.4.1.2	the date on which the credit limit was most recently altered in accordance with clause 17.1; and	22.1.2	there is a material deterioration in your financial position. For purposes of this clause, "material deterioration" means material deterioration in our reasonable opinion; or
17.4.2	by an amount not exceeding the lesser of:	22.1.3	the interest and/or costs and/or fees and/or charges are debited to an account, other than the Account, and there are insufficient funds available, in the Account to be debited, to meet these amounts when they become due and payable; or
17.4.2.1	the average monthly purchases or cash advances charged to the Account; or	22.1.4	you fail to comply with any legislation and/or regulations applicable to this Agreement and your activities including but not limited to any environmental laws or responsibilities and, where applicable, any company legislation; or
17.4.2.2	the average monthly payments made by you during the 12 (twelve) months immediately preceding the date on which the credit limit is increased.	22.1.5	you breach any of the terms and conditions of this Agreement or any Agreement in terms of which you provided security to us, and you fail to remedy the breach within the timeframe provided for in the written notice to do so; or
17.5	For the purposes of clause 17.4, a specific request:	22.1.6	any representation or warranty made in connection with this Agreement or any other documents supplied by you are materially incorrect or false; or
17.5.1	does not include -	22.1.7	any person who furnished security to us in respect of the Agreement (including the surety and mortgagor):
17.5.1.1	an oral request or assent by you; or		
17.5.1.2	a standard provision of an agreement the whole of which is accepted by you, but -		
17.5.2	does include:		
17.5.2.1	a written request in any form or authored and signed by you and delivered to the Bank at any time; or		
17.5.2.2	a standard form option:		
17.5.2.2.1	authorized by us and presented for consideration by you the customer alongside the alternative of having credit limits increased only as contemplated in this clause 17; and		
17.5.2.2.2	assented to by being initialed or signed by you.		

22.1.7.1 commits any breach of his obligations to us in terms of that Agreement;  
 22.1.7.2 fails to satisfy their suretyship commitment when requested to do so; or  
 22.1.7.3 delivers to us written notice of termination of their liability under their suretyship; or

22.1.8 you or any person who furnished security in respect of the Agreement:  
 22.1.8.1 being a Natural Person –  
 22.1.8.1.1 publishes notice of the voluntary surrender of his estate or dies;  
 22.1.8.1.2 is placed under administration or commits an act of insolvency as defined in the Insolvency Act 24 of 1936;  
 22.1.8.1.3 has any application or other proceedings brought against 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 compulsorily; or  
 22.1.8.2 not being a Natural Person –  
 22.1.8.2.1 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;  
 22.1.8.2.2 is deemed to be unable to pay its debts;  
 22.1.8.2.3 resolves that it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against it; or  
 22.1.9 where applicable, a court grants a garnishee order attaching part of a surety's income to settle any amount owing by the surety; or  
 22.1.10 the proceeds from the realisation of any collateral held for this Agreement 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 amount; or  
 22.1.11 you or any person who furnished security in respect of this Agreement compromises or attempts to compromise with its creditors generally or defer payment of debts owing by them to their creditors; or  
 22.1.12 any representation, warranty or assurance made or given by you in connection with your application for this credit facility or any information or documentation supplied by you is, in our opinion, materially incorrect; or  
 22.1.13 you generally do or omit to do anything which may affect our rights or collateral in terms of this Agreement; or  
 22.1.14 judgment of a competent court against you or any person who furnished security 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.

22.2 If you are in default, we may -  
 22.2.1 give you written notice of such default requesting that you rectify the default; and/or  
 22.2.2 propose that you refer this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, 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 suspend the credit limit, or reduced credit limit, on your Account; and/or withdraw the credit limit, or reduced credit limit, by giving you 10 (ten) Business Days written notice; and/or  
 22.2.5 review the terms and conditions applicable to the credit facility; and/or  
 22.2.6 increase the rate of interest charged; and/or  
 22.2.7 commence legal proceedings to enforce this Agreement, including exercising our rights in terms of any of securities held, if applicable, if:  
 22.2.7.1 we have given you notice as referred to in clause 22.2.1 above; and  
 22.2.7.2 you have been in default under this Agreement for at least 20 (twenty) Business Days; and  
 22.2.7.3 at least 10 (ten) Business Days have elapsed since we delivered the notice contemplated in clause 22.2.1; and  
 22.2.7.4 in the case of a notice in terms of clause 22.2.1, you -  
 22.2.7.4.1 have not responded to that notice; or  
 22.2.7.4.2 have responded to the notice by rejecting our proposal; and/or  
 22.2.8 recover the collections costs and legal charges in terms of clause 19.2, from you.

22.3 If you are in default and we exercise our rights in terms of clause 22.2 of this Agreement and you dispute our right to do so, you must continue to pay the amounts owing to us. Our acceptance of such payments will not affect any of our rights in terms of this Agreement or in law.

22.4 In the event of default, 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 by adhering to the default procedure described above.

22.5 If you are subject to the NCA you may, at any time pay to us all amounts that are overdue, together with default charges, collection costs and/or legal costs incurred up to the time of reinstatement.

22.6 The above default clauses and default procedure will not apply if:  
 22.6.1 you generally do or omit to do anything which may cause us to suffer any loss or damage; or  
 22.6.2 we in any way know or suspect that –  
 22.6.2.1 your Account is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law; or  
 22.6.2.2 you are involved in any illegal or terrorist activities.

22.7 In these circumstances we may, on notice to you, terminate our Agreement and call for immediate Repayment of all amounts owing by you to us.

**22.8 If we close, restrict activity or suspend access to your credit limit, reduced credit limit, or your 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.**

**23 Severability**  
 The Parties (you and the Bank) agree that the setting aside or suspension of any provision contained in this Agreement shall not render this Agreement void but such provision shall be severed from the Agreement or altered by a court of competent jurisdiction (if it is reasonable to do so having regard to the Agreement as a whole).

**24 Jurisdiction**  
 In terms of section 45 of the Magistrate's Court Act you consent, for purposes of the Bank taking legal steps to enforce any of its 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 notwithstanding the amount involved. You do not consent to the jurisdiction of the High Court if the Magistrate's Court has concurrent jurisdiction.

**25 Malfunction of electronic facilities**  
**25.1 You acknowledge that our services may be unavailable due to interruptions in and maintenance to our electronic communications network or power outages which are not within our control. We hereby give you notice of such unavoidable interruptions and/or delays in providing the services. We will give you timely notice if scheduled maintenance will cause an interruption or delay in the provision of services.**

**25.2 Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from any failure, malfunction or delay in any electronic data capture terminal or ATM, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.**

**26 Debt counsellor**  
 If you experience difficulty in meeting Repayments, we invite you to contact us without delay. You have the right to apply to a debt counsellor to be considered for an order to be declared over-indebted. You should inform us immediately if you make such an application.

**27 Addresses for notices**  
 27.1 You choose, as the address for serving legal notices in terms of this Agreement (notice address), your address set out in Part A.  
 27.2 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 credit facility, or any address advised in terms of clause 27.3 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.  
 27.3 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 tenth (10) Business Day / on the fifth (5) Business Day / on the first (1) Business Day.  
 27.4 Any notice:  
 27.4.1 sent by prepaid registered post will be deemed to have been received on the fifth (5) Business Day after posting; or  
 27.4.2 sent by ordinary mail will be deemed to have been received on the seventh (7) Business Day after posting; or  
 27.4.3 delivered by hand will be deemed to have been received on the day of delivery; or  
 27.4.4 sent by telefax or email will be deemed to have been received on the first (1) Business Day after the date it was sent.  
 27.5 Notwithstanding anything to the contrary contained in this clause 27 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.  
 27.6 Where the post office does not do street deliveries at your notice address, we may send any notices in terms of this Agreement to your post office box number.

**28 Cession by the Bank**  
 To the maximum extent permitted by law, you hereby agree that we may, without further notice to you, cede 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, even though that cession and/or delegation may result in a splitting of claims against you.

**29 General**  
 29.1 Each term of this Agreement is separate from the other. If any term is found to be defective or unenforceable for any reason by any competent court, then the remaining terms will be of and continue with full force and effect i.e. all provisions of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this Agreement which is or becomes unenforceable whether due to voidness, invalidity, illegality, unlawfulness or for any other reason, shall, only to the extent that it is so unenforceable, be struck out (treated as pro non scripto) and the remaining provisions of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.  
 29.2 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.  
 29.3 Save as provided in clauses 18.2 and 18.3 above, any agreed changes to this Agreement:  
 29.3.1 will be made in writing and signed by both you and us; or  
 29.3.2 if the changes are recorded telephonically, we will provide you with written confirmation of the change.  
 29.3.3 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.  
 29.4 Unless specifically stated and agreed any amendment to this Agreement will not create a new Agreement.  
 29.5 You must ensure that you, at all times, comply with legislation and other laws applicable to this Agreement.  
 29.6 Any translated version of this Agreement is translated from this English version, and will be provided to you, upon request, for information purposes only. While the translated version of the Agreement describes the rights and obligations contained in this Agreement, please note that this English version of the Agreement signed by you constitutes the legally binding Agreement between us. Therefore, any enforcement procedures in respect of the Agreement shall be based on this English version.  
 29.7 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.  
 29.8 To the maximum extent permitted by law, any relaxation or indulgence 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.  
 29.9 A certificate signed by any of our managers, whose appointment need not be proved, 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.  
 29.10 We may without your consent or notice to you, cede and/or delegate any of our rights and/or obligations under this Agreement.  
 29.11 You may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.  
 29.12 If your Account was opened prior to 1 June 2007, and if you have not entered into any new credit Agreement in respect of your credit facility after 1 June 2007, the last terms and conditions that were issued to you prior to 1 June 2007 are applicable to your credit facility. In this case please ignore the above terms and conditions.

**30 Contact details**  
 You may file a complaint concerning our alleged contravention of the NCA with the National Credit Regulator, the ombud referred to in the Financial Services Ombud Schemes Act 37 of 2004 or the National Consumer Tribunal by way of application. The contact details of these bodies are available at your request and shall also be available on our website.