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 Web
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 www.advancedco

 CIPC Reg
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 2018/567349/07

 GDE EMIS No
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 700401022

ADVANCED COLLEGE STORMVOËL (PTY) LTD

# ADVANCED COLLEGE STORMVOËL (PTY) LTD APPLICATION FORM FOR 2022 GRADE RR - 10

For parents who are not South African residents, annual tuition fees must be paid in full per term or for the year before the start of the academic year.

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I, to Advanced Co Advanced Collec Stormvoel (Pty)	ge Stormvoe	el (Pty) Ltd; a	and I shall	ensure th	nat all	fees charg	jed shall be	paid on the	due dates.	I furtherm	ore gra	ant Advan	ced College
Signature of all	Parties:												

FURTHER PARTICULARS OF APPLICANTS — MOTHER/GUARDIAN  Title: First Name/s: Surname: ID Number: Marital Status: Where parents are divorced or separated, please provide further relevant details/instructions (if any): Home Tel. No Work Tel. No Cell No Email Address: Postal Address: Code Residential Address: Code:	
Surname:	
ID Number: Marital Status: Where parents are divorced or separated, please provide further relevant details/instructions (if any): Home Tel. No Work Tel. No Cell No Email Address: Postal Address: Code	
ID Number: Marital Status: Where parents are divorced or separated, please provide further relevant details/instructions (if any): Home Tel. No Work Tel. No Cell No Email Address: Postal Address: Code	
Marital Status: Where parents are divorced or separated, please provide further relevant details/instructions (if any): Work Tel. No Cell No Email Address: Code Residential Address: Code Cod	
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Postal Address:Code Residential Address:Code	
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Residential Address:	
Residential Address: Code:	
Code:	
I, hereby warrant, undertake and declare that: I am fully cognisant of the amount in fees payable to Advanced College Stormvoel (Pty) Ltd; I understand the financial implications of this to me; I am financially in a position to meet my obligated Advanced College Stormvoel (Pty) Ltd; and I shall ensure that all fees charged shall be paid on the due dates. I furthermore grant Advanced Stormvoel (Pty) Ltd the requisite consent, permission and authority to verify and check my credit worthiness with any credit bureau(s) of its chooled and the payment of school fees to complete this section and sign below (Parents: both Mother and Father/Guardian/Other to sign and initial bottom of each page)	College
NB: School fees are paid in advance per month:	_
Example:  • January 2021 School fees are payable by 30 December 2020 • February 2021 School fees are payable by 30 January 2021 • March 2021 School fees are payable by 28 February 2021 • & so forth at the end of each month for the following month's school fee.  NB – Debit orders are compulsory: If you do not complete a debit order and fees are not in Advanced College's bank account before the 1st of the next month, a penalty fee of R200 will be added for that month. If debit orders are unpaid or disputed R200 penalty will be added for that month.  I / We,	
to Provisional Application as set out in the Terms and Conditions of Provisional Enrolment of Pupil and the terms and Conditions of Enrolment at Ad College Stormvoël (Pty) ltd, and in particular that neither I/we nor the College are obligated to enroll the prospective pupil at the College on the I this Provisional Application form. Furthermore I/we accept that the College reserves the right not to accept my applications or to disclose any infor regarding the unsuccessful application and/or reason thereof. ALL ENROLLMENTS ARE SUBJECT TO THE CONDITIONS OF ENROLMENT FORMINI HERETO. I/we hereby warrant, undertake and declare that: I am fully cognisant of the amount in fees payable by me to Advanced College Sto (Pty) Ltd; I understand the financial implications of this to me; I am financially in a position to meet my obligations to Advanced College Stormvo Ltd; and I shall ensure that all fees charged shall be paid on the due dates. I furthermore grant Advanced College Stormvoel (Pty) Ltd the reconsent, permission and authority to verify and check my credit worthiness with any credit bureau(s) of its choosing.  I choose the following home address as my domicilium citandi et executandi for delivering of any notices:	pasis of mation G PART rmvoe el (Pty)
Signed at on this day of 20	
Signature:	
Farther / Guardian Mother / Guardian	
Parents: both Mother and Father/Guardian/Other to sign) as per the above indicated person/s liability for payment of schoo whose liability in terms hereof shall be joint and severally reliable.	l fees,
Signature of all Parties:	

# Conditions of Enrolment of Pupils at Advanced College Stormvoel (Pty) Ltd. Terms and Conditions of Provisional Enrolment of Pupil.

#### 1. DEFINITIONS

- 1.1 'the College' shall mean Advanced College Stormvoel (Pty) Ltd.;
- 1.2 'Applicant/s' shall mean the parent(s)/guardian(s)/custodian(s) or such other person acting 'in nomine officio' on behalf of the Pupil (hereinafter defined);
- 1.3 'Pupil' shall mean the individual in respect of whom an enrolment application has been accepted by the College; and
- 1.4 'Enrolment' shall mean the enrolment as a Pupil at the College in accordance with the Terms and Conditions of Enrolment and the Provisional Enrolment Application Form, together with any such other terms and conditions as may be specially agreed in writing between the parties.

#### 2. PROVISIONAL APPLICATIONS

The College may accept Provisional Applications for further enrolment at the College in respect of any living individual eligible to attend the College. Any such Provisional Application is accepted on the understanding that neither the Applicant nor the College is obliged to enrol the prospective pupil at the College.

#### 3. ENROLMENT APPLICATION/S

- 3.1 Order of Procedure
- 3.1.1 Initially a provisional application shall be made for a prospective pupil on the Provisional Application Form in accordance with the provisions of Clause 2.
- 3.1.2 A prospective pupil may then be invited to write an Entrance Examination set by the College or an interview or both
- 3.2 If the pupil is subsequently offered a place at the College, this application shall be binding as the Enrolment Contract.
- 3.3 Such Enrolment Applications shall be in the form specified by the College from time to time and shall be accompanied by a deposit in the form of an Registration Fee, in an amount to be determined by the College from time to time.
- 3.4 Such Registration Fee is non-refundable in the event of the pupil not taking up their place at the College.

# 4. CODE OF CONDUCT

A condition of final enrolment is that both the parent(s) and the pupil sign the Code of Conduct for Learners and Parents. The Code of Conduct is a living document. The Code will be revised regularly to assess its effectiveness. This Code of Conduct is a product of input from learners and staff and has been supported by parents. It is a celebration of work done over many years at the College and it aims to instil a sense of pride within our school so that all stakeholders have a sense of ownership. The behaviour of our learners directly influences the reputation of our school as well as the smooth running of daily routine and this has necessitated the learners' Code of Conduct. Parents are urged to ensure that their children adhere to these rules. All rules apply when the children are at school, in school uniform or while they represent the school in anv wav.

# 5. TERMS AND CONDITIONS ACCEPTED BY ALL PARTIES:

<u>Terms and Conditions of Enrolment -</u> <u>Extract of clauses from the Enrolment Contract.</u>

#### 1.RELIGIOUS EDUCATION PROGRAMME

I/we give permission for the pupil to actively participate in the religious education program of the College.

# 2. COLLEGE RULES AND CODE OF CONDUCT

The pupil will be subject to the College rules and code of conduct. The prevailing rules and regulations as laid out in *Annexure A* are to be complied with.

# **3 EXTRA MURAL ACTIVITIES**

Participation in extra-mural activities and attendance at compulsory College events, as determined from time to time, and as laid down in the rules and regulations is compulsory, save and except if a pupil is excused on medical grounds. I/We hereby consent to the pupil's participation in the extra-mural activities of the College, which will from time to time be of a compulsory nature.

#### 4. FEES

4.1 The College prepares a budget on an annual basis and based on the budget determines the fees for the ensuing year. The fees being charged for the current academic year are as set out in the attached annexure. However, fees may be subject to fluctuation arising from unexpected circumstances. Such unexpected circumstances include, but are not necessarily restricted to, changes to teachers' salaries. In the event of the College changing its fees in any year, notice thereof will be given to parents/guardians as soon as practically possible. Any increase in fees shall be payable to the College within the year in which the increase is determined by increasing the remaining monthly payments for that year accordingly unless the College, at its sole discretion, agrees to some other payment method.

4.2 Fees in respect of tuition are payable either:

- 4.2.1 Annually in advance on or before the 1st day of January of each year; or
- 4.2.2 Monthly in advance by debit order (OR speed point at the College's reception if so arranged) on or before the last day of each month in respect of the twelve months January to December of each year; or
- 4.2.3 By other arrangement agreed to by the College and signed by parties and subject otherwise to these terms and conditions. In the case of pupils whose permanent residence is outside South Africa the full tuition fee for the year is payable before the commencement of each academic year.
- 4.3 A discount, as determined annually by the director, shall be allowed in respect of fees paid annually in advance. Notwithstanding such deduction, if the fees payable increase subsequent to the annual determination as envisaged in clause 4.1, the increase in fees during the year in question shall be payable on demand
- 4.4 In the event of any payment not being made on due date, interest on any overdue amount/s shall accrue at the prime overdraft rate charged by the College's bankers and prevailing from time to time. Payments must have cleared in Advanced College Stormvoel (Pty) Ltd's bank account on or before the first day of every consecutive month. If not, a penalty fee of

R200 for that month will be added to the account of the parent. If the payments are deposited in cash and there are bank charges, the parent will have to pay those bank charges.

In addition, in the event of non-payment, the College shall be entitled at its sole and absolute discretion (in addition and without prejudice to all other rights available at law), to terminate the pupil's enrolment on one month's notice, without prejudice to its rights to claim the full balance outstanding (including interest) due and payable forthwith and without notice.

#### 5. INDEMNITY

I/We hereby indemnify the College, its employees, agents and/or successors in title, against any and/or all claims, actions, liability, proceedings, damages, costs and expenses of whatsoever nature that may arise in respect of my/our child/ward's participation in any activity of the College, including but not limited to tuition, games, sporting activities, educational and sporting tours and excursions and transport to these and between other colleges and schools provided by staff with a legal drivers licences. The College undertakes through its staff to take all reasonable precautions to ensure the safety and welfare of its pupils.

#### 6.WARRANTIES and/or REPRESENTATIONS

No warranties and/or representations are of any force and effect, save for those (if any) stipulated herein.

#### 7. TERMINATION OF ENROLMENT

- 7.1 Written notice of one (1) term is required from the parent(s)/guardian(s)/custodian(s) for the termination of the pupil's enrolment at the College, otherwise a full term's fee (including any increase as may have been determined as at the date of termination in terms of clause 4.1) will be charged in lieu thereof.
- 7.2 Notwithstanding the provisions hereof it is acknowledged that the College, through its Principal or other authorised agent, may summarily terminate the pupil's enrolment with immediate effect if the pupil is guilty of any conduct which, in the sole opinion of the College, is inconsistent with the continued enrolment of the pupil at the College.
- 7.3 Notwithstanding the provisions hereof it is acknowledged that the College, through its Principal or other authorised agent, may give one month notice at any stage of termination of this contract. In such a case all fees paid in advance, after deduction of all amounts otherwise owing to the College, will be refunded on a pro rata basis. In this regard, I/we recognise that the decision of the Principal shall be final.

# 8. REGISTRATION WITH SACAI

We are registered with the exam board, SACAI (South African Comprehensive Assessment Institute) who are recognised by UMALUSI. Our Registration Number is A-1046-16. These are for Grades 10 to 12, which means they write the standard NSC exam and certificates issued by UMALUSI. Our application as an independent school has been submitted to the department of education for Grades R to 12, with all requirements as needed, and the final approval has been given.

Please note: Classes may be more than 20 children per Teacher

Signature of all Parties:		

# **FEE STRUCTURE 2022**

- <u>1.</u> <u>Enrolment Fee (Non-Refundable)</u>: We require the enrolment fee with registration AND the January's school fee paid upfront by 30 December 2021. Handbooks are not included. Parents will be liable to purchase the handbooks.
- 2. Fee per month payable monthly in advance over 12 months from end December 2021 to end November 2022 (Debit order is compulsory. Debit order monthly charge is R27 per month)

<u>Grade</u>	Enrolment Fee	Monthly Fee (Excluding debit order charges)
Grade RR	R950	R1250
Grade R	R950	R1250
Grade 1	R950	R1250
Grade 2	R950	R1350
Grade 3	R950	R1450
Grade 4	R950	R1550
Grade 5	R950	R1550
Grade 6	R950	R1550
Grade 7	R950	R1750
Grade 8	R950	R1850
Grade 9	R950	R1970
Grade 10	R2200	R2200

7.5% Discount on School fees if all paid in advance for the year.

NB: School finishes at 14h00. If children are not collected by 14h30, Parents will be liable to pay R50/per hour until collected.

For Aftercare – Contact reception: 012 800 1268

# **BANKING DETAILS**

Bank : FNB

Account Name : Advanced College Stormvoël (Pty) Ltd

Account Number : 62812082874 Branch Code : 250 655

Use Reference : Your Child's Surname, Name and Grade (Example: "Mahlangu KJ 2")

Proof of payment : <a href="mailto:advancedsv@gmail.com">advancedsv@gmail.com</a>

Signature of all Parties:		

	Page <b>6</b> of <b>10</b>
Medical/Special Needs/Other Information Needed of Child:	
ACADEMIC INFORMATION:	
Highest grade passed: e.g., Grade	
School Grade applying for	
SUPPORTING DOCUMENTS	S (IMPORTANT)
<ul> <li>DOCUMENTATION: Please provide copies of</li> <li>ID / Birth Certificate of student</li> <li>ID of both parents</li> <li>Proof of residence (FICA)</li> <li>Report from previous school or NCA test results</li> <li>Transfer certificate from previous school (where applicable)</li> <li>Proof of payment (enrolment and first month school fee)</li> <li>Payslip of person/s liable for payment of school fees</li> <li>Completed debit order by person/s liable for payment of sch</li> <li>Proof of banking details.</li> <li>If the application is successful, a Mandate for the debit order</li> </ul>	
GENRAL INFORMATION WHEN SELECTION OF A SELECTION	will need to achieve at least a NSC with an
Accounting, Agricultural Sciences, Business Studies, Dramat Design, Geography, History, Consumer Studies, Information websites for their language entry requirements), Life Sciences, Religion studies and Visual Arts.	n Technology, Languages (refer to institution
<ul> <li>If you want to attend a University of Technology you will need rating of three or better in four of the designated NSC 20-cred</li> </ul>	
Accounting, Agricultural Management Practices, Agricultural Studies, Civil Technology, Computer Applications Technology Arts, Economics, Electrical Technology, Engineering Graphic Studies, Information Technology, Languages (refer to requirements), Life Sciences, Mechanical Technology, M Physical Sciences, Religion studies, Tourism and Visual Arts.	y, Consumer Studies, Dance Studies, Dramatic is and Design, Geography, History, Hospitality institution websites for their language
Select subjects offered by Advanced College Stormvoel are listed	i below.
Signature of all Parties:	

# THE NATIONAL SENIOR CERTIFICATE AND HIGHER EDUCATION

Universities South Africa (USAF), previously known as HESA, accepts the National Sernior Certificate for further studies and makes provision for three different qualifications:

- a) <u>Higher Certificate</u>: The candidate must obtain a National Senior Certificate with a pass of 40%+ in 3 subjects.
- b) <u>Diploma</u>: The candidate must obtain a mark of 40%+ in 4 recognised National Senior Certificate subjects.
- c) <u>Bachelor's degree:</u> The minimum requirement to a Bachelor's Degree at a higer education institution is a mark of 50%+ in FOUR designated university subjects.

**PLEASE NOTE:** All tertiary Institutions have their own selection requirements for admission to the various courses. Best to contact the institutions for clarity.

GRADES R - 3	, GRADES 4 – 5
English (Home Language)	English (Home Language)
Afrikaans (First Additional Language)	Afrikaans (First Additional Language)
Mathematics	Mathematics
Life Skills	Life Skills
	Natural Science
	Technology
	Social Science
<u>GRADES 6 - 9</u>	GRADE 10
English (Home Language)	English (Home Language)
Afrikaans (First Additional Language)	Afrikaans (First Additional Language)
Mathematics	Mathematics
Life Orientation	Life Orientation
Natural Sciences	Physical Science
Technology	Life Science
Social Sciences	Computer Aided Technology
Creative Arts	
Economic Management Sciences	

# **Text books:**

A list of textbooks is available with registration and can be bought at any supplier or ordered through our supplier with courier cost. Pricing is available on request.

# Please note that:

- An **estimated cost** for a Learner's Book is <u>+</u> R200.00
- The Supplier's yearly price increases are usually between Feb-April each year.
- Although we provide information about the textbooks, it remains your own responsibility to purchase them.
- Advanced College Stormvoel is not responsible for the supplying and distribution of text books.

Signature of all Parties:			

# **DEBIT ORDER**

Surname: Full Names: Initials: Mr. Miss Marital status:  Identity No: Language: Birth date: Gender Physical Address: Province: Country: Code: Province: Country: Code: Home Phone: Mobile No: Fax No: Email Address:  BANK ACCOUNT DETAIL Bank Name: Branch Code: Account Holder: Account No: Type: Exp Month: Exp Year:  EMPLOYER INFORMATION  (Please provide your salary advice and bank statement)  Employers Name:  Employers Name:  Employer Address: Country: Code:  Code: Code: Contact Person: Work Phone: Fax No: Email Address:  Department: Pay Day: Job Description: Employee No: Disposable Income: Salary Frequent Contact Person: Salary information is true to the best of my knowledge. I understand that I am financially responsible for any balance. I also authorize to release any information required to process my application.				CUS	STOME	R INFOR	IOITAN	V					
Province: Country: Code:  BANK ACCOUNT DETAIL  Bank Name: Branch Code: Account Holder: Account No: Type: Exp Month: Exp Year:  EMPLOYER INFORMATION  (Please provide your salary advice and bank statement)  Employer Name:  Employer Address: Country: Code:  Contact Person: Work Phone: Fax No: Email Address:  Department: Pay Day: Job Description: Employee No: Disposable Income: Salary Frequent  The above information is true to the best of my knowledge. I understand that I am financially responsible for any balance. I also authorize to release any information required to process my application.	urname:		Full Nam	nes:	Initia	ls:				Marital	status:		
ostal Address:    Province:   Country:   Code:	dentity No:				Lang	uage:	·		Birth date	:			Gender
BANK ACCOUNT DETAIL  Tank Name: Branch Code: Account Holder: Account No: Type: Exp Month: Exp Year:  EMPLOYER INFORMATION  (Please provide your salary advice and bank statement)  Imployers Name:  Imployer Address: Country: Code:  Contact Person: Work Phone: Fax No: Email Address:  Pay Day: Job Description: Employee No: Disposable Income: Salary Frequenties and Sala	hysical Address:				Provi	nce:				Countr	y:		Code:
BANK ACCOUNT DETAIL  lank Name: Branch Code: Account Holder: Account No: Type: Exp Month: Exp Year:  EMPLOYER INFORMATION  (Please provide your salary advice and bank statement)  imployers Name:  Imployer Address: Country: Code:  Contact Person: Work Phone: Fax No: Email Address:  Department: Pay Day: Job Description: Employee No: Disposable Income: Salary Frequence  The above information is true to the best of my knowledge. I understand that I am financially responsible for any balance. I also authorize to belease any information required to process my application.	ostal Address:				Provi	nce:				Countr	y:		Code:
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EMPLOYER INFORMATION  (Please provide your salary advice and bank statement)  imployers Name:  Country:  Code:  Contact Person:  Work Phone:  Pay Day:  Job Description:  Employee No:  Disposable Income:  Salary Frequent to the best of my knowledge. I understand that I am financially responsible for any balance. I also authorize to elease any information required to process my application.				B	ANK AC	COUNT D	ETAIL						
(Please provide your salary advice and bank statement) imployers Name:  Country:  Code:  Contact Person:  Work Phone:  Fax No:  Email Address:  Department:  Pay Day:  Job Description:  Employee No:  Disposable Income:  Salary Frequence  The above information is true to the best of my knowledge. I understand that I am financially responsible for any balance. I also authorize to elease any information required to process my application.	ank Name:	Branch	Code:			I		Туре	2:	Exp N	Month:	E	rp Year:
Employer Address:  Country:  Code:  Contact Person:  Work Phone:  Fax No:  Email Address:  Department:  Pay Day:  Job Description:  Employee No:  Disposable Income:  Salary Frequence  The above information is true to the best of my knowledge. I understand that I am financially responsible for any balance. I also authorize to elease any information required to process my application.				EM	PLOYE	R INFORM	OITAN	N					
Employer Address:  Contact Person:  Work Phone:  Fax No:  Email Address:  Department:  Pay Day:  Job Description:  Employee No:  Disposable Income:  Salary Frequence  The above information is true to the best of my knowledge. I understand that I am financially responsible for any balance. I also authorize to elease any information required to process my application.	mplovers Name:			(Please prov	ide your s	alary advice a	nd bank st	atemer	it)				
Contact Person: Work Phone: Fax No: Email Address:  Department: Pay Day: Job Description: Employee No: Disposable Income: Salary Frequence  The above information is true to the best of my knowledge. I understand that I am financially responsible for any balance. I also authorize to elease any information required to process my application.													
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Signature Date	he above information	on is true to	the best of	of my knowledge s my application	e. I unders n.	stand that I an	n financiall	y respo	nsible for a	any bala	nce. I als	so auth	orize to
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#### **ANNEXURE A: TERMS AND CONDITIONS**

1. I declare that the application detail above is true and correct and bind myself to these terms and conditions. The address above serves as my domicillium citandi et executandi for the purposes of any notice in terms of this agreement. I acknowledge that the Service provider will render goods and/or services to me from time to time and that the Service provider will furnish me with monthly invoices, for goods and/or services rendered. The invoice amount will be collected from my bank account, under the terms and conditions agreed to in this agreement.

I hereby acknowledge that:

- 1.1 The terms and conditions hereunder have been explained to me and I understand the consequences of the agreement.
- 1.2 I have had an opportunity to read the agreement.
- 1.3 I have received the goods or services in good order.
- 1.4 The application detail completed forms part of these terms and conditions.

#### 2. Repayment Schedule

I accept and agree that invoices made out for goods and/or services rendered to me, by the service provider, or quotations or repayment schedules accepted by me, sets out the payment information relating to the agreement and must be read as part of this agreement. I also agree that should I default on any payment as set out in invoices or quotations or repayment schedules accepted, attached, that this whole agreement will become arrears and that this agreement will fall under incidental credit agreements, as envisioned in the National Credit Act of 2005.

#### 3. Consent

The Customer consents to the service provider to obtain and supply any information from or to any credit bureau and his employer inter alia, without derogating from the generality hereof, details pertaining to the Customer's salary, employment, residential address and best contact details. In the event of the Customer being married in community of property, and the Customer's spouses consent is required in respect of this agreement, the Customer warrants that his/her spouse requisite consent, if any, will be provided within a reasonable period after a request is made by the Service provider for same to be provided. The Customer indemnifies the Service provider against any loss or damages it may suffer as a result of a failure to provide such aforesaid consent.

#### 4. Statements

The Service Provider shall supply the Customer with a copy of the duly executed agreement or, in the case of an electronic or telephone originated agreement a copy of the transcribed agreement. The Service Provider shall provide a statement of account to the customer on or before the last day of every third month for the duration of the agreement, which the Customer agrees to. The Customer agrees to collect the statement in person by the Service Provider at the business premises of the Service Provider or to be fax to the Customer at an arranged fax number.

#### 5. Marketing

The Customer consents that the Service Provider, its affiliates, associates and subsidiaries may send advertising and promotional material by email, SMS (Short Message System) to his/her computer, cellular telephone as provided herein. The Customer furthermore consents to the Service Provider sending SMS's to him/her with regards to his/her outstanding balance(s), when his/her installment is due and payable, when he/she is in arrears with his/her payments and related matters. Should the Customer wish to unsubscribe from such messages, the customer will contact the Service Provider.

#### 6. Early Settlement

- 6.1 The Customer is entitled to settle the Agreement at any time, without advance notice to the Service Provider;
- 6.2 If the account is in default, the amount required to settle the agreement shall be the total of the following amount:
  - 6.2.1 the unpaid balance of the principle debt up to the settlement date;
  - 6.2.2 The unpaid interest charges up to the settlement date; and a monthly administration fee of 50.00 (fifty) rand for each month in arrears;
  - 6.2.3 All other fees, charges and insurance payable by the Customer to the Service provider up to the settlement date;

#### 7. Consumer's right to terminate the agreement

The Customer may terminate this agreement at any time by paying the settlement amount due to the Service Provider, in accordance with paragraph 6 above and by requesting the service provider to close the customer's account, in writing.

### 8. Service Provider's right to terminate the agreement

8.1 The Service Provider reserves the right, in terms of section 123 of the Act, to terminate this agreement and proceed with legal proceedings in terms of section 129(1)(b) and section 130(1) of the Act, which proceedings may result in a Court of law enforcing the repayment of the Customer's outstanding obligation in terms of this Agreement. Any judgment of such Court, as aforesaid, shall be recorded by credit bureau available to other service providers.

# 9. Penalty Interest on arrear amounts

Should the Customer default and / or fails to pay any amount on the due date thereof, then same shall attract penalty interest as calculated in 9.1 below:

- 9.1 the Customer shall be liable for and pay interest, calculated on the total amount which is payable but is unpaid at the same rate as set out in the National Credit Act, for Incidental credit transactions, from the date of default to date of payment in full; and
- 9.2 the full outstanding balance of the capital together with total cost of credit charges (including any unpaid accrued interest) and 34 (thirty four) percent debt collection fee shall, at the sole discretion and instance of the Service Provider, immediately become due, owing and payable;

# 10. Payments

Payments will be allocated firstly towards payment of any due or unpaid interest, thereafter any due or unpaid fees or charges (including legal costs, if any) and lastly the capital. I hereby authorize the Service Provider to debit funds for collection on my bank account as set out in this agreement under the terms and conditions as agreed in this agreement.

# 11. Breach of Agreement

If the Customer is in default for at least 20 days, subject to 10 days written notice as contemplated in Section 129 (1) or 86 (9), the Service Provider may approach the court for an order to enforce the agreement including a claim for all outstanding amounts and / or damages. The Customer agrees to pay all reasonable costs of the collection of payments and further agrees to pay all legal costs on an attorney and client scale caused by his/her default including debt collectors' costs and tracing fees.

# 12. Complaints

Complaints may be directed to the Service Provider at the contact details provided in the Agreement, or to the National Credit Regulator at (011) 554-2600.

# 13. Cession

The Service Provider has the right on written notice to the Customer to transfer (cede and assign) all the Service Provider's rights and obligations in this agreement to a third party and the Customer will then pay the third party instead of the Service Provider.

# 14. Entire Agreement

This agreement constitutes the entire agreement between the parties relative to the subject matter hereof and supersedes all representations, warranties, agreements or undertakings previously made relative to such subject matter, and no such representations, warranties, agreements or undertakings shall be of any force and effect unless contained herein. No indulgence, extension of time, relaxation or latitude which the Credit Supplier may show, grant or allow to the Customer shall constitute a waiver by the Service Provider of any of its rights and the Service Provider shall not thereby be prejudiced or stopped from exercising any of its rights against the Customer which may have then already arisen or which may thereafter arise, and / or applying / enforcing the terms of this agreement. No variation of any of the terms and conditions of this agreement will be binding on the parties unless committed to writing and signed by them respectively. Should any provision or portion of this Agreement be unenforceable by law, void or voidable, such provision shall be severable from the remaining provisions hereof which shall remain in full force and effect.

Signed at:	on date:		
Signature of Service Pro	vider or Authorized Representative	Signature of Customer	
Signature of all Parties:			

# **COST TO CLIENT AGREEMENT AND MANDATE**

#### Recorded

This signed Authority and Mandate refers to the agreement between customer and the service provider. It is duly recorded that this agreement serves as a contract entered into between the Customer and RENT PAY and also stipulates the recovery of Service Provider Fees from the Customer, where the discretionary Service Provider Fee recovery option is activated / selected. Separately, the Customer has entered into an Agreement with the Service provider and has instructed ACPAS to process the Customer's payment obligations for the benefit of the Service provider. This Service Fee recovery contract is facilitated by the Service provider on behalf of RENT PAY and in terms of this contract RENT PAY is entitled to a Service Provider Fee for the processing of every payment obligation by the Customer as contained in this contract. The Customer agrees to payment of such Service Provider Fees, subject to the terms and conditions set out in THIS CONTRACT.

# In terms of the Contract between Customer and RENT PAY, the Customer agrees:

The Customer acknowledges and agrees to the payment obligations of fees to RENT PAY of R25 (twenty five rand) per payment instruction, under the terms and conditions set out in this contact; (All pricing is subject to an annual pricing review on the 1st of July)

- This contract excludes all credit costs and obligations between Customer and the Service Provider as contained in the Agreement between the customer and the service provider;
- The Customer acknowledges and agrees that both the Credit obligations as well as the Fees, as stipulated separately in this contract and the agreement between the customer and service provider, will be processed as one single transaction.
- The contract excludes all bank charges agreed to between the Customer and his/her bank.

#### Authority

I/We hereby instruct and authorize you the issue and deliver payment instructions to your banker for collection against my/our abovementioned account at my/our abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in this contract and the Agreement, between the customer and service provider and commencing on the date of signature and continuing until the Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 (twenty) ordinary working days, and sent by prepaid registered post or delivered to your address indicated above. The individual payment instructions so authorized to be issued must be issued and delivered as set out in the agreement between the customer and service provider, between the first and thirty first of each month.

In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be scheduled for the preceding ordinary business day, or alternatively, the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

I/We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. (This reference number, if provided to you should enable you to identify the Agreement / Contract.) I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

# Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned bank as if the instruction had been issued by me/us personally.

# Cancellation

I/We agree that although this Authority as mandate may be cancelled by me/us, such cancelation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

# Assignment

I/We acknowledge that his authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such

assignmei	nt of the Agreement, this Authority and Mandate cannot be a	ssigned to any third party	
Signed at	on this	day of	
Signature	<u></u>		_
	Service Provider Signature (on behalf of RENT PAY)	Customer Signature	
Signature	e of all Parties:		