

# 1<sup>st</sup> for Women Personal Loans

## Terms and Conditions and Pre-Agreement Statement

### 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 Principle Debt.

“**Credit Cost Multiple**” means the total cost of credit divided by the principal debt.

“**Credit Provider**” means FirstRand Bank Limited. Company Reg. No 1929/001225/06 and Registered Credit Provider NCRCP20. Domicilium Address 4th Floor, 4 Merchant Place, 1 Fredman Drive, Sandton, 2196.

“**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 1<sup>st</sup> for Women Personal 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.

“**Loss Payee**” means a party to whom an insurance settlement must be paid, which in the context of the Agreement is the Credit Provider.

“**Personal Protection Plan**” means the credit life insurance cover offered by Direct Axis to cover your outstanding obligations under the Agreement at any time.

“**Principal Debt**” means the amount that is deferred and on which interest is calculated. It comprises the loan amount advanced, the initiation fee (if applicable) if not paid upfront, and any other costs including interest which are added as and when they become payable.

“**Total Cost of Credit**” means the principal debt plus all fees, interest and credit life insurance (if applicable), over the full loan term.

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.

## Conditions of Loan Application

By applying for a 1<sup>st</sup> for Women Personal Loan

1. You confirm that
  - 1.1. you are not currently over-indebted
  - 1.2. you are not under administration, sequestration, debt review or a restructuring order and have not been declared mentally unfit by an order of court
  - 1.3. all information you give us is true and correct
  - 1.4. you will ensure that you have read and understood the pre-agreement statement that follows before accepting any loan amount that you may be offered
2. You agree that First for Women Insurance Brokers (Pty) Ltd and/or Direct Axis
  - 2.1. may conduct any enquiry necessary to process your application
  - 2.2. may contact you regarding your loan application, or in connection with any loan that may be subsequently approved, by SMS or email where applicable

**Pre–Agreement Statement  
in terms of Section 92 of the National Credit Act No. 34 of 2005 (incorporating rights,  
obligations, terms and conditions)**

**1. 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. 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 have the option of either paying this fee upfront or having it included in the principal debt. If it is included in the principal debt, interest will be charged on the initiation fee. If you choose to pay the initiation fee upfront, you need to make payment to the First National Bank account that we give you, quoting the reference number that we provide, and provide us with proof of such payment before the loan amount can be advanced to you. This fee is not applicable where a new loan replaces an existing loan or where an additional loan amount is paid in terms of a change to an existing Agreement.
- Service fee, is a fee we charge each month to manage your Agreement. If you enter into the Agreement during the month, we will charge it pro rata (just the relevant portion) for that calendar month. We will add the fee monthly to the Principal Debt. The service fees we charge will never exceed the maximum fee in terms of the Act (which fee may be amended from time to time if the Act is amended). We will give you at least 5 (five) business days written notice if we increase the service fee amount.
- 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.
- The monthly cost of the Personal Protection Plan premiums, should you choose to accept our offer of credit life insurance as discussed in the next section.

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

If you choose to pay the initiation fee upfront, you need to make payment to the First National Bank account that we give you, quoting the reference number that we provide, and provide us with proof of such payment before the loan amount can be advanced to you.

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 principle debt.

**3. Credit Life Insurance**

We require you to maintain credit life insurance to cover your outstanding obligations under the Agreement at any time, and that we are named as Loss Payee under this policy.

In this regard, we offer a Personal Protection Plan underwritten by 1Life Insurance Ltd with whom Direct Axis shares in its positive performance. Direct Axis is authorised to sell life insurance products for which they carry professional indemnity cover with Leppard Underwriting.

This plan provides cover in respect of the settlement value of your loan (including any additional loan amount that may be paid out to you in terms of a change to the Agreement but excluding any arrears or finance charges) at any time during the life of the Agreement.

Subject to certain circumstances (such as waiting periods or severity levels) or exclusions, this cover will be provided in the event of death, permanent disability or specified dread diseases such as cancer, heart attacks, strokes, renal failure, blindness, total and irreversible loss of use of a limb, serious burns and coma. Coronary artery bypass surgery, heart valve surgery and major organ transplants are also included under dread diseases.

This plan also provides limited cover for instalments due:

- while you are temporarily disabled
- in the 6 months following retrenchment, or in the 6 months following loss of income where you are self-employed.
- in the 3 months following a protected strike.

In addition it provides a limited maternity benefit equal to 2 instalments in the event that you give birth during the period of insurance as well as a limited hospital benefit equal to 1 instalment in the month that you are hospitalised, provided you are self employed and hospitalised for a minimum period of 7 consecutive days.

Pensioners or other persons not earning an income as an employee are not eligible for permanent or temporary disability cover or for retrenchment or protected strike cover.

Furthermore, certain exclusions exist, for example that no claim will be considered in respect of a condition or event arising from:

- your suicide or attempted suicide or self-inflicted injury within 24 months subsequent to entering the Agreement
- driving a vehicle while under the influence of intoxicating liquor or narcotic drugs,
- any pre-existing illness, injury or any other condition (such as of heart disease, cancer, stroke, diabetes, psychiatric and/or psychological disorders, or any disability such as spinal or back ailment) which materially contributed to your claim against the policy having existed in the 12 months preceding the Agreement and continuing or recurring in the 12 months subsequent to entering the Agreement unless this policy replaces an existing policy on an earlier personal loan.

You have the right to waive the Personal Protection Plan that we offer, and to substitute it with an equivalent credit life policy of your choice. In such a case we require documentary evidence of the existence of this cover, the details thereof, and that we have been named as a Loss Payee under the policy up to the settlement value of the Agreement (as per Form 23 of the Act). The loan amount will not be advanced until such time as we have received and are satisfied with the evidence provided.

Should you need further details of our Personal Protection Plan before you exercise your choice, we will send you a copy of the detailed policy document prior to you deciding whether to accept our policy or to substitute a policy of your choice.

Where you agree to accept our Personal Protection Plan, we will not add any surcharge, fee, or additional premium above the actual cost of this insurance, and we will:

- disclose the monthly premium cost of the insurance and include it in your monthly instalment amount
- if applicable, prior to your acceptance of any subsequent Quotation for an additional loan amount, disclose any change in monthly premium cost
- disclose the amount of any commission that we may receive
- pay over all premium payments you make punctually to the insurer and administer your interest in this policy until the Agreement comes to an end
- prior to concluding the Agreement, explain the benefits, terms and exclusions pertaining to this policy
- after concluding the Agreement, send you a detailed policy document listing benefits, terms, exclusions and claims procedures

You acknowledge that you have free choice as to the policy, the insurer, the broker or intermediary, and that you have exercised this choice without being coerced or induced.

#### **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 principle 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. In the case of notice of change of residential address, such notice must be accompanied by documentary proof thereof. 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 Bureau, 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 bureau may use the information that we transmit to provide a credit profile and credit score reflecting your credit worthiness.

You may contact the Credit Bureau 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 Bureau 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 021 7643893 or email [1stforWomenCCD@directaxis.co.za](mailto:1stforWomenCCD@directaxis.co.za)
- **Banking Ombudsman:** phone 011 838 0035/38/39 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 012 683 8140 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 021 7643893 or by emailing [1stforWomenCCD@directaxis.co.za](mailto:1stforWomenCCD@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 an change to the Agreement, a further Quotation will be provided reflecting the amended financial details resulting from any change in loan amount, repayment period, interest rate or cost of the Personal Protection Plan (if applicable).

Quotations are valid for 5 business days. You must send us any documents we asked for within this period. These may include proof of your street address, proof of payment of the initiation fee and proof of credit life insurance policy. We will not payout your loan amount before we receive and validate the documents.

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.firstforwomen.co.za/loans](http://www.firstforwomen.co.za/loans). 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 have reviewed the Quotation and Pre-Agreement Statement and that you understand and appreciate the costs, risks, rights, obligations, costs of credit and credit cost multiple associated with you entering into the Agreement
- if the income reflected in your documents confirming your income, is different to the amount on your application, the quotation may be recalculated and it may change or be withdrawn
- you have answered all questions fully and truthfully and that you can afford the monthly loan repayments as quoted to you
- 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 at any time and re-present the instruction for payment without notification to you 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 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.

## **15. Consolidation Loan**

Where you conclude a Consolidation Loan Agreement through Direct Axis in terms of which certain of your existing credit agreements are to be settled and closed, you acknowledge and confirm that:

- you have requested Direct Axis to utilise the proceeds of your Consolidation Loan to settle certain of your existing accounts as specified by you
- you have further requested that Direct Axis instruct the relevant creditor to close such accounts and to terminate any credit facility that may exist under any such agreement
- should it subsequently transpire that the amount paid by Direct Axis was insufficient to settle any account, you will pay any shortfall directly to the creditor and will communicate with the creditor to ensure that the account is then closed and any credit facility on the account terminated
- should it subsequently transpire that for any other reason the creditor omitted to close your account and/or terminate any credit facility on the account, you will liaise directly with the creditor to ensure this occurs
- you will not incur any further debt on any credit facility that you may have on any of the specified accounts from the date of this Agreement even if the creditor omits to terminate the facility
- should a creditor omit to refund to you any amount due to you as result of your account being in credit for any reason, you will contact the creditor directly in this regard
- your obligation to repay all amounts owing in terms of this Consolidation Loan Agreement shall remain unaffected by any act or omission on the part of the creditor, and this will include any instance where a credit provider omits to credit the settlement amount to the correct account number.

You further agree that neither Direct Axis nor the Credit Provider will be liable for:

- any claims, loss, damages or liability suffered or incurred by you arising in connection with any fraudulent, unauthorised or mistaken transaction, payment instruction, reversal or error correction made by the creditor listed on the Consolidation Loan Agreement.
- any cause or event outside the reasonable control of Direct Axis or the Credit Provider
- any indirect, consequential or incidental loss, damages or liability suffered or incurred in any circumstances whatsoever in connection with services or products supplied by the creditor listed on the Consolidation Loan Agreement.

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.