NATIONAL CREDIT ACT
NO. 34 OF 2005

[View Regulation]

[ASSENTED TO 10 MARCH, 2006]
[DATE OF COMMENCEMENT: 1 JUNE, 2006]
(Unless otherwise indicated)

(English text signed by the President)

This Act has been updated to *Government Gazette* 38557 dated 13 March, 2015.

as amended by

Consumer Protection Act, No. 68 of 2008
[with effect from 31 March, 2011]

National Credit Amendment Act, No. 19 of 2014

proposed amendments by

Protection of Personal Information Act, No. 4 of 2013 (provisions mentioned below not yet proclaimed)	
Proposed amendments by	*Sections to be amended*
S. 110 of Act No. 4 of 2013	S. 1 of Act No. 34 of 2005
S. 110 of Act No. 4 of 2013	S. 55 of Act No. 34 of 2005
S. 110 of Act No. 4 of 2013	S. 68 of Act No. 34 of 2005
S. 110 of Act No. 4 of 2013	S. 136 of Act No. 34 of 2005
S. 110 of Act No. 4 of 2013	S. 137 of Act No. 34 of 2005

ACT

To promote a fair and non-discriminatory marketplace for access to consumer credit and for that purpose to provide for the general regulation of consumer credit and improved standards of consumer information; to promote black economic empowerment and ownership within the consumer credit industry; to prohibit certain unfair credit and credit-marketing practices; to promote responsible credit granting and use and for that purpose to prohibit reckless credit granting; to provide for debt re-organisation in cases of over-indebtedness; to regulate credit information; to provide for registration of credit bureaux, credit providers and debt counselling services; to establish national norms and standards relating to consumer credit; to promote a consistent enforcement framework relating to consumer credit; to establish the National Credit Regulator and the National Consumer Tribunal; to repeal the Usury Act, 1968, and the Credit Agreements Act, 1980; and to provide for related incidental matters.

ARRANGEMENT OF SECTIONS

SCHEDULE 1
Rules concerning conflicting legislation

SCHEDULE 2
Amendment of laws

SCHEDULE 3
Transitional provisions

BE IT ENACTED by the Parliament of the Republic of South Africa, as follows:-

CHAPTER 1
INTERPRETATION, PURPOSE AND APPLICATION OF ACT

Part A
Interpretation

1. Definitions.-In this Act unless the context indicates otherwise-

"advertisement" means any written, illustrated, visual or other descriptive material, communication, representation or reference by means of which a person seeks to bring to the attention of all or part of the public the nature, properties, advantages or uses of, conditions on, or prices of-

(*a*) goods to be purchased, leased or otherwise acquired;

(*b*) any available service; or

(*c*) credit to be granted;

"agreement" includes an arrangement or understanding between or among two or more parties, which purports to establish a relationship in law between those parties;

"alternative dispute resolution agent" means a person providing services to assist in the resolution of consumer credit disputes through conciliation, mediation or arbitration;

"applicable provincial legislation" means legislation enacted by a province concerning credit agreements;

"Board" . . . . . .

[Definition of "Board" deleted by s. 1 (*a*) of Act No. 19 of 2014.]

Wording of Sections

"Cabinet" means the Cabinet referred to in section 91 of the Constitution;

"code of conduct" except in respect of the industry code of conduct contemplated in section 76, means a code regulating the interaction between or among persons conducting business within an industry;

[Definition of "code of conduct" inserted by s. 1 (*b*) of Act No. 19 of 2014.]

"collection costs" means an amount that may be charged by a credit provider in respect of enforcement of a consumer's monetary obligations under a credit agreement, but does not include a default administration charge;

"collective agreement" has the meaning set out in the Labour Relations Act, 1995 (Act No. 66 of 1995);

"complainant" means a person who has filed a complaint in terms of section 136 (1);

"confidential information" means personal information that belongs to a person and is not generally available to or known by others;

"co-operative" means an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations through a jointly owned and democratically controlled enterprise organised and operated on co-operative principles;

"consumer", in respect of a credit agreement to which this Act applies, means-

(*a*) the party to whom goods or services are sold under a discount transaction, incidental credit agreement or instalment agreement;

(*b*) the party to whom money is paid, or credit granted, under a pawn transaction;

(*c*) the party to whom credit is granted under a credit facility;

(*d*) the mortgagor under a mortgage agreement;

(*e*) the borrower under a secured loan;

(*f*) the lessee under a lease;

(*g*) the guarantor under a credit guarantee; or

(*h*) the party to whom or at whose direction money is advanced or credit granted under any other credit agreement;

"consumer court" means a body of that name, or a consumer tribunal, established by provincial legislation;

"continuous service" means the supply for consideration of a utility or service, other than credit or access to credit, or the supply of such a utility or service combined with the supply of any goods that are essential for the utilisation of that utility or service by the consumer, with the intent that, so long as the agreement to supply that utility or service remains in force, the supplier will make the service continuously available to be used, accessed or drawn upon-

(*a*) from time to time as determined by the consumer; and

(*b*) with any frequency or in any amount as determined, accessed, required, demanded or drawn upon by the consumer, subject only to any total use or cost limits set out in the agreement;

"credit", when used as a noun, means-

(*a*) a deferral of payment of money owed to a person, or a promise to defer such a payment; or

(*b*) a promise to advance or pay money to or at the direction of another person;

"credit agent" means a person appointed to represent a credit provider as contemplated in section 163, other than an employee of that credit provider;

"credit bureau" means a person required to apply for registration as such in terms of section 43 (1);

"credit agreement" means an agreement that meets all the criteria set out in section 8;

"credit facility" means an agreement that meets all the criteria set out in section 8 (3);

"credit guarantee" means an agreement that meets all the criteria set out in section 8 (5);

"credit insurance" means an agreement between an insurer, on one hand, and a credit provider or a consumer or both, on the other hand, in terms of which the insurer agrees to pay a benefit upon the occurrence of a specified contingency, primarily for the purpose of satisfying all or part of the consumer's liability to the credit provider under a credit agreement as at the time that the specified contingency occurs, and includes-

(*a*) a credit life insurance agreement;

(*b*) an agreement covering loss of or damage to property; or

(*c*) an agreement covering-

(i) loss or theft of an access card, personal information number or similar device; or

(ii) any loss or theft of credit consequential to a loss or theft contemplated in subparagraph (i);

"credit life insurance" includes cover payable in the event of a consumer's death, disability, terminal illness, unemployment, or other insurable risk that is likely to impair the consumer's ability to earn an income or meet the obligations under a credit agreement;

"credit provider", in respect of a credit agreement to which this Act applies, means-

(*a*) the party who supplies goods or services under a discount transaction, incidental credit agreement or instalment agreement;

(*b*) the party who advances money or credit under a pawn transaction;

(*c*) the party who extends credit under a credit facility;

(*d*) the mortgagee under a mortgage agreement;

(*e*) the lender under a secured loan;

(*f*) the lessor under a lease;

(*g*) the party to whom an assurance or promise is made under a credit guarantee;

(*h*) the party who advances money or credit to another under any other credit agreement; or

(*i*) any other person who acquires the rights of a credit provider under a credit agreement after it has been entered into;

"credit regulator" means a provincial credit regulator or the National Credit Regulator established by section 12;

"credit transaction" means an agreement that meets the criteria set out in section 8 (4);

"credit co-operative" means a co-operative whose predominant purpose is to offer financial services to its members;

"default administration charge" means a charge that may be imposed by a credit provider to cover administration costs incurred as a result of a consumer defaulting on an obligation under a credit agreement;

"developmental credit agreement" means a credit agreement that satisfies the criteria set out in section 10;

"discount transaction" means an agreement, irrespective of its form, in terms of which-

(*a*) goods or services are to be provided to a consumer over a period of time; and

(*b*) more than one price is quoted for the goods or service, the lower price being applicable if the account is paid on or before a determined date, and a higher price or prices being applicable if the price is paid after that date, or is paid periodically during the period;

"educational loan" means-

(*a*) a student loan;

(*b*) a school loan; or

(*c*) another credit agreement entered into by a consumer for purposes related to the consumer's adult education, training or skill's development;

"effective date", in relation to any particular provision of this Act, means the date on which that provision came into operation;

"emergency loan" means a credit agreement entered into by a consumer to finance costs arising from or associated with-

(*a*) a death, illness or medical condition;

(*b*) unexpected loss or interruption of income; or

(*c*) catastrophic loss of or damage to home or property due to fire, theft, or natural disaster,

affecting the consumer, a person who is dependent upon the consumer or a person for whom the consumer is financially responsible;

"equality court" has the meaning set out in the Promotion of Equality and Prevention of Unfair Discrimination Act;

"incidental credit agreement" means an agreement, irrespective of its form, in terms of which an account was tendered for goods or services that have been provided to the consumer, or goods or services that are to be provided to a consumer over a period of time and either or both of the following conditions apply-

(*a*) a fee, charge or interest became payable when payment of an amount charged in terms of that account was not made on or before a determined period or date; or

(*b*) two prices were quoted for settlement of the account, the lower price being applicable if the account is paid on or before a determined date, and the higher price being applicable due to the account not having been paid by that date.

"initiation fee" means a fee in respect of costs of initiating a credit agreement, and-

(*a*) charged to the consumer by the credit provider; or

(*b*) paid to the credit provider by the consumer upon entering into the credit agreement;

"inspector" means a person appointed as such in terms of section 25 (1) (*a*);

"instalment agreement" means a sale of movable property in terms of which-

(*a*) all or part of the price is deferred and is to be paid by periodic payments;

(*b*) possession and use of the property is transferred to the consumer;

(*c*) ownership of the property either-

(i) passes to the consumer only when the agreement is fully complied with; or

(ii) passes to the consumer immediately subject to a right of the credit provider to re-possess the property if the consumer fails to satisfy all of the consumer's financial obligations under the agreement; and

(*d*) interest, fees or other charges are payable to the credit provider in respect of the agreement, or the amount that has been deferred;

"juristic person" includes a partnership, association or other body of persons, corporate or unincorporated, or a trust if-

(*a*) there are three or more individual trustees; or

(*b*) the trustee is itself a juristic person,

but does not include a stokvel;

"Land and Agricultural Development Bank" has the meaning set out in the Land and Agricultural Development Bank Act, 2002 (Act No. 15 of 2002);

"lease" means an agreement in terms of which-

(*a*) temporary possession of any movable property is delivered to or at the direction of the consumer, or the right to use any such property is granted to or at the direction of the consumer;

(*b*) payment for the possession or use of that property is-

(i) made on an agreed or determined periodic basis during the life of the agreement; or

(ii) deferred in whole or in part for any period during the life of the agreement;

(*c*) interest, fees or other charges are payable to the credit provider in respect of the agreement, or the amount that has been deferred; and

(*d*) at the end of the term of the agreement, ownership of that property either-

(i) passes to the consumer absolutely; or

(ii) passes to the consumer upon satisfaction of specific conditions set out in the agreement;

"licence" means the authority, regardless of its specific title or form, issued to a regulated financial institution and in terms of which it is authorised to conduct its business;

"low income housing" includes any housing provided in terms of a housing development program, housing assistance measure or any other measure or arrangement designed to-

(*a*) facilitate access to housing or housing delivery; or

(*b*) rehabilitate or upgrade existing housing stock, or related municipal infrastructure and services, for the benefit of persons contemplated in section 13 (*a*), or other persons who cannot independently provide for their own housing needs;

"Magistrates' Courts Act" means the Magistrates' Courts Act, 1944 (Act No. 32 of 1944);

"MEC" means a Member of the Executive Council;

"member of the Board" . . . . . .

[Definition of "member of the Board" deleted by s. 1 (*c*) of Act No. 19 of 2014.]

Wording of Sections

"Minister" means the member of the Cabinet responsible for consumer credit matters;

"mortgage" means a mortgage bond registered by the registrar of deeds over immovable property that serves as continuing covering security for a mortgage agreement;

[Definition of "mortgage" substituted by s. 1 (*d*) of Act No. 19 of 2014.]

Wording of Sections

"mortgage agreement" means a credit agreement that is secured by the registration of a mortgage bond by the registrar of deeds over immovable property;

[Definition of "mortgage agreement" substituted by s. 1 (*e*) of Act No. 19 of 2014.]

Wording of Sections

"official language" means an official language listed in section 6 (1) of the Constitution;

"ombud with jurisdiction", in respect of any particular dispute arising out of a credit agreement in terms of which the credit provider is a "financial institution" as defined in the Financial Services Ombud Schemes Act, 2004 (Act No. 37 of 2004), means an "ombud", or the "statutory ombud", as those terms are respectively defined in that Act, who has jurisdiction in terms of that Act to deal with a complaint against that financial institution;

"organ of state" means an organ of state as defined in section 239 of the Constitution;

"pawn transaction" means an agreement, irrespective of its form, in terms of which-

(*a*) one party advances money or grants credit to another, and at the time of doing so, takes possession of goods as security for the money advanced or credit granted; and

(*b*) either-

(i) the estimated resale value of the goods exceeds the value of the money provided or the credit granted, or

(ii) a charge, fee or interest is imposed in respect of the agreement, or in respect of the amount loaned or the credit granted; and

(*c*) the party that advanced the money or granted the credit is entitled on expiry of a defined period to sell the goods and retain all the proceeds of the sale in settlement of the consumer's obligations under the agreement;

"payment distribution agent" means a person who on behalf of a consumer, that has applied for debt review in terms of this Act, distributes payments to credit providers in terms of a debt rearrangement, court order, order of the Tribunal or an agreement;

[Definition of "payment distribution agent" inserted by s. 1 (*f*) of Act No. 19 of 2014.]

"premises" includes land, or any building, structure, vehicle, ship, boat, vessel, aircraft or container;

"prescribed" means prescribed by regulation;

"principal debt" means the amount calculated in accordance with section 101 (1) (*a*);

"private dwelling" means any part of a formal or informal structure that is occupied as a residence, or any part of a structure or outdoor living area that is accessory to, and used principally for the purposes of, a residence;

"prohibited conduct" means an act or omission in contravention of this Act;

[Definition of "prohibited conduct" substituted by s. 1 (*g*) of Act No. 19 of 2014.]

Wording of Sections

"Promotion of Equality and Prevention of Unfair Discrimination Act" means the Promotion of Equality and Prevention of Unfair Discrimination Act, 2000 (Act No. 4 of 2000);

"provincial credit regulator" means a body within the provincial sphere of government authorised to regulate consumer credit matters within a province;

"public interest credit agreement" means a credit agreement that meets all the criteria prescribed in terms of section 11, and which is therefore exempt from the application of provisions of this Act concerning reckless credit;

"public regulation" means any national, provincial or local government legislation or subordinate legislation, or any licence, tariff, directive or similar authorisation issued by a regulatory authority or pursuant to any statutory authority;

"reckless credit" means the credit granted to a consumer under a credit agreement concluded in circumstances described in section 80;

"registrant" means a person who has been registered in terms of this Act;

"regulated financial institution" means a bank as defined in the Banks Act, 1990 (Act No. 94 of 1990), a Mutual Bank as defined in the Mutual Banks Act, 1993 (Act No. 124 of 1993), or any other financial institution that is similarly licensed and authorised to conduct business and take deposits from the public, in terms of any national legislation;

"regulation" means a regulation made under this Act;

"regulatory authority" means an entity established in terms of national or provincial legislation responsible for regulating an industry, or sector of an industry;

"repealed law" means an Act mentioned in section 172 (4), or a public regulation made in terms of such an Act;

"representative trade union" has the meaning set out in the Labour Relations Act, 1995 (Act No. 66 of 1995);

"respondent" means a person against whom a complaint or application has been initiated in terms of this Act;

"school loan" means a credit agreement in terms of which-

(*a*) money is paid to a primary or secondary school on account of school fees or related costs for the benefit of the consumer's child or other dependant; or (*b*) a primary or secondary school defers payment of all or part of the school fees or related costs for the consumer's child or other dependant;

"secured loan" means an agreement, irrespective of its form but not including an instalment agreement, in terms of which a person-

(*a*) advances money or grants credit to another, and

(*b*) retains, or receives a pledge to any movable property or other thing of value as security for all amounts due under that agreement;

[Para. (*b*) substituted by s. 1 (*h*) of Act No. 19 of 2014.]

Wording of Sections

"service fee" means a fee that may be charged periodically by a credit provider in connection with the routine administration cost of maintaining a credit agreement;

"settlement value" means the amount in respect of a credit agreement that is required to be paid on a particular date to satisfy all the consumer's financial obligations to the credit provider, as calculated in accordance with section 125 (2);

"sms" means a short message service provided through a telecommunication system;

"small business" has the meaning set out in the National Small Business Act, 1996 (Act No. 102 of 1996);

"South African Reserve Bank" has the meaning set out in the South African Reserve Bank Act, 1989 (Act No. 90 of 1989);

"statutory exception" means a provision of this Act that specifically provides for exceptional treatment of developmental credit agreements;

"stokvel" means a formal or informal rotating financial scheme with entertainment, social or economic functions, which-

(*a*) consists of two or more persons in a voluntary association, each of whom has pledged mutual support to the others towards the attainment of specific objectives;

(*b*) establishes a continuous pool of capital by raising funds by means of the subscriptions of the members;

(*c*) grants credit to and on behalf of members;

(*d*) provides for members to share in profits from, and to nominate management of, the scheme; and

(*e*) relies on self-imposed regulation to protect the interest of its members;

"student loan" means a credit agreement in terms of which-

(*a*) money is paid by the credit provider to an institution of tertiary education on account of education fees or related costs for the benefit of the consumer or a dependant of the consumer; or

(*b*) an institution of tertiary education defers payment of all or part of the consumer's education fees or related costs;

"temporary increase" with respect to the credit limit applicable to a credit facility, means an increase in circumstances described in section 119 (2);

"this Act" includes a Schedule to this Act, a regulation made or a notice issued under this Act;

"Tribunal" means the National Consumer Tribunal established by section 26; and

"utility" means the supply to the public of an essential-

(*a*) commodity, such as electricity, water, or gas; or

(*b*) service, such as waste removal, or access to sewage lines, telecommunication networks or any transportation infrastructure.

2. Interpretation.-(1) This Act must be interpreted in a manner that gives effect to the purposes set out in section 3.

(2) Any person, court or tribunal interpreting or applying this Act may consider appropriate foreign and international law.

(3) If a provision of this Act requires a document to be signed or initialed by a party to a credit agreement, that signing or initialing may be effected by use of-

(*a*) an advanced electronic signature, as defined in the Electronic Communications Act, 2002 (Act No. 25 of 2002); or (*b*) an electronic signature as defined in the Electronic Communications Act, 2002 (Act No. 25 of 2002), provided that-

(i) the electronic signature is applied by each party in the physical presence of the other party or an agent of the party; and

(ii) the credit provider must take reasonable measures to prevent the use of the consumer's electronic signature for any purpose other than the signing or initialing of the particular document that the consumer intended to sign or initial.

(4) Despite the periods of time set out in section 7 (1) and 42 (1), each successive threshold determined by the Minister in terms of either section continues in effect until a subsequent threshold in terms of that section takes effect.

(5) When a particular number of business days is provided for between the happening of one event and another, the number of days must be calculated by-

(*a*) excluding the day on which the first such event occurs;

(*b*) including the day on or by which the second event is to occur; and

(*c*) excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in paragraphs (*a*) and (*b*) respectively.

(6) For all purposes of this Act, a person is a historically disadvantaged person if that person-

(*a*) is one of a category of natural persons who, before the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), came into operation, were disadvantaged by unfair discrimination on the basis of race;

(*b*) is an association, a majority of whose members are natural persons referred to in paragraph (*a*);

(*c*) is a juristic person other than an association, and natural persons referred to in paragraph (*a*) own and control a majority of its issued share capital or members' interest and are able to control a majority of its votes; or

(*d*) is a juristic person or association, and persons referred to in paragraph (*a*), (*b*) or (*c*) own and control a majority of its issued share capital or members' interest and are able to control a majority of its votes.

(7) Except as specifically set out in, or necessarily implied by, this Act, the provisions of this Act are not to be construed as

(*a*) limiting, amending, repealing or otherwise altering any provision of any other Act;

(*b*) exempting any person from any duty or obligation imposed by any other Act; or

(*c*) prohibiting any person from complying with any provision of another Act.

Part B
Purpose and application

3. Purpose of Act.-The purposes of this Act are to promote and advance the social and economic welfare of South Africans, promote a fair, transparent, competitive, sustainable, responsible, efficient, effective and accessible credit market and industry, and to protect consumers, by-

(*a*) promoting the development of a credit market that is accessible to all South Africans, and in particular to those who have historically been unable to access credit under sustainable market conditions;

(*b*) ensuring consistent treatment of different credit products and different credit providers;

(*c*) promoting responsibility in the credit market by-

(i) encouraging responsible borrowing, avoidance of over-indebtedness and fulfilment of financial obligations by consumers; and

(ii) discouraging reckless credit granting by credit providers and contractual default by consumers;

(*d*) promoting equity in the credit market by balancing the respective rights and responsibilities of credit providers and consumers;

(*e*) addressing and correcting imbalances in negotiating power between consumers and credit providers by

(i) providing consumers with education about credit and consumer rights;

(ii) providing consumers with adequate disclosure of standardised information in order to make informed choices; and

(iii) providing consumers with protection from deception, and from unfair or fraudulent conduct by credit providers and credit bureaux;

(*f*) improving consumer credit information and reporting and regulation of credit bureaux;

(*g*) addressing and preventing over-indebtedness of consumers, and providing mechanisms for resolving over-indebtedness based on the principle of satisfaction by the consumer of all responsible financial obligations;

(*h*) providing for a consistent and accessible system of consensual resolution of disputes arising from credit agreements; and

(*i*) providing for a consistent and harmonised system of debt restructuring, enforcement and judgment, which places priority on the eventual satisfaction of all responsible consumer obligations under credit agreements.

4. Application of Act.-(1) Subject to sections 5 and 6, this Act applies to every credit agreement between parties dealing at arm's length and made within, or having an effect within, the Republic, except-

(*a*) a credit agreement in terms of which the consumer is-

(i) a juristic person whose asset value or annual turnover, together with the combined asset value or annual turnover of all related juristic persons, at the time the agreement is made, equals or exceeds the threshold value determined by the Minister in terms of section 7 (1);

(ii) the state; or

(iii) an organ of state;

(*b*) a large agreement, as described in section 9 (4), in terms of which the consumer is a juristic person whose asset value or annual turnover is, at the time the agreement is made, below the threshold value determined by the Minister in terms of section 7 (1);

(*c*) a credit agreement in terms of which the credit provider is the Reserve Bank of South Africa; or

(*d*) a credit agreement in respect of which the credit provider is located outside the Republic, approved by the Minister on application by the consumer in the prescribed manner and form.

(2) For greater certainty in applying subsection (1)-

(*a*) the asset value or annual turnover of a juristic person at the time a credit agreement is made, is the value stated as such by that juristic person at the time it applies for or enters into that agreement;

(*b*) in any of the following arrangements, the parties are not dealing at arm's length:

(i) a shareholder loan or other credit agreement between a juristic person, as consumer, and a person who has a controlling interest in that juristic person, as credit provider;

(ii) a loan to a shareholder or other credit agreement between a juristic person, as credit provider, and a person who has a controlling interest in that juristic person, as consumer;

(iii) a credit agreement between natural persons who are in a familial relationship and-

(*aa*) are co-dependent on each other; or

(*bb*) one is dependent upon the other; and

(iv) any other arrangement-

(*aa*) in which each party is not independent of the other and consequently does not necessarily strive to obtain the utmost possible advantage out of the transaction; or

(*bb*) that is of a type that has been held in law to be between parties who are not dealing at arm's length;

(*c*) this Act applies to a credit guarantee only to the extent that this Act applies to a credit facility or credit transaction in respect of which the credit guarantee is granted; and

(*d*) a juristic person is related to another juristic person if-

(i) one of them has direct or indirect control over the whole or part of the business of the other; or

(ii) a person has direct or indirect control over both of them.

(3) The application of this Act in terms of subsection (1) extends to a credit agreement or proposed credit agreement irrespective of whether the credit provider-

(*a*) resides or has its principal office within or outside the Republic; or

(*b*) subject to subsection (1) (*c*), is-

(i) an organ of state;

(ii) an entity controlled by an organ of state;

(iii) an entity created in terms of any public regulation; or

(iv) the Land and Agricultural Development Bank.

(4) If this Act applies to a credit agreement-

(*a*) it continues to apply to that agreement even if a party to that agreement ceases to reside or have its principal office within the Republic; and

(*b*) it applies in relation to every transaction, act or omission under that agreement, whether that transaction, act or omission occurs within or outside the Republic.

(5) If a person sells any goods or services and accepts, as full payment for those goods or services-

(*a*) a cheque or similar instrument upon which payment is subsequently refused for any reason; or

(*b*) a charge by or on behalf of the buyer against a credit facility in terms of which a third person is the credit provider, and that credit provider subsequently refuses that charge for any reason, the resulting debt owed to the seller by the issuer of that cheque or charge does not constitute a credit agreement for any purpose of this Act.

(6) Despite any other provision of this Act-

(*a*) if a consumer pays fully or partially for goods or services through a charge against a credit facility that is provided by a third party, the person who sells the goods or services must not be regarded as having entered into a credit agreement with the consumer merely by virtue of that payment; and

(*b*) if an agreement provides that a supplier of a utility or other continuous service-

(i) will defer payment by the consumer until the supplier has provided a periodic statement of account for that utility or other continuous service; and

(ii) will not impose any charge contemplated in section 103 in respect of any amount so deferred, unless the consumer fails to pay the full amount due within at least 30 days after the date on which the periodic statement is delivered to the consumer,

that agreement is not a credit facility within the meaning of section 8 (3), but any overdue amount in terms of that agreement, as contemplated in subparagraph (ii), is incidental credit to which this Act applies to the extent set out in section 5.

(7) In respect of an advertisement concerning credit, or in respect of a credit agreement or proposed credit agreement to which this Act applies, if there is an inconsistency between a provision of this Act read with any relevant definition in section (1), and a provision of sections 42 to 51 of the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002)-

(*a*) the provisions of both Acts apply concurrently, to the extent that it is possible to apply and comply with one of the inconsistent provisions without contravening the second; and

(*b*) the provisions of this Act prevail to the extent that it is impossible to apply or comply with one of the inconsistent provisions without contravening the second.

5. Limited application of Act to incidental credit agreements.-(1) Only the following provisions of this Act apply with respect to an incidental credit agreement-

(*a*) Chapters 1, 2, 7, 8 and 9;

(*b*) Chapter 3, sections 54 and 59;

(*c*) Chapter 4, Parts A and B;

(*d*) Chapter 4, Part D, except to the extent that it deals with reckless credit;

(*e*) Chapter 5, Part C, subject to subsection (3) (*a*);

(*f*) Chapter 5, Parts D and E, once the incidental credit agreement is deemed to have been made in terms of subsection (2); and

(*g*) Chapter 6, Parts A and C.

(2) The parties to an incidental credit agreement are deemed to have made that agreement on the date that is 20 business days after-

(*a*) the supplier of the goods or services that are the subject of that account, first charges a late payment fee or interest in respect of that account; or

(*b*) a pre-determined higher price for full settlement of the account first becomes applicable, unless the consumer has fully paid the settlement value before that date.

(3) A person may only charge or recover a fee, charge or interest-

(*a*) in respect of a deferred amount under an incidental credit agreement as provided for in section 101 (*d*), (*f*) and (*g*) subject to any maximum rates of interest or fees imposed in terms of section 105; or

(*b*) in respect of an unpaid amount contemplated in paragraph (*a*) of the definition of "incidental credit agreement" only if the credit provider has disclosed, and the consumer has accepted, the amount of such a fee, charge or interest, or the basis on which it may become payable, on or before the date on which the relevant goods or services were supplied.

6. Limited application of Act when consumer is juristic person.-The following provisions of this Act do not apply to a credit agreement or proposed credit agreement in terms of which the consumer is a juristic person-

(*a*) Chapter 4 - Parts C and D;

(*b*) Chapter 5 - Part A - section 89 (2) (*b*);

(*c*) Chapter 5 - Part A - section 90 (2) (*o*); and

(*d*) Chapter 5 - Part C.

7. Threshold determination and industry tiers.-(1) On the effective date, and at intervals of not more than five years, the Minister, by notice in the *Gazette*, must determine-

(*a*) a monetary asset value or annual turnover threshold of not more than R 1 000 000 for the purpose of section 4 (1); and

(*b*) two further monetary thresholds for the purposes of determining the three categories of credit agreements contemplated in section 9.

(2) For the purpose of applying a monetary threshold determined in terms of subsection (1) (*b*) to a credit facility, the principal debt of the credit facility is the credit limit under that facility.

(3) The initial thresholds determined by the Minister in terms of this section take effect on the effective date, and each subsequent threshold takes effect six months after the date on which it is published in the *Gazette.*

Part C
Classification and categories of credit agreements

8. Credit agreements.-(1) Subject to subsection (2), an agreement constitutes a credit agreement for the purposes of this Act if it is-

(*a*) a credit facility, as described in subsection (3);

(*b*) a credit transaction, as described in subsection (4);

(*c*) a credit guarantee, as described in subsection (5); or

(*d*) any combination of the above.

(2) An agreement, irrespective of its form, is not a credit agreement if it is-

(*a*) a policy of insurance or credit extended by an insurer solely to maintain the payment of premiums on a policy of insurance;

(*b*) a lease of immovable property; or

(*c*) a transaction between a stokvel and a member of that stokvel in accordance with the rules of that stokvel.

(3) An agreement, irrespective of its form but not including an agreement contemplated in subsection (2) or section 4 (6) (*b*), constitutes a credit facility if, in terms of that agreement-

(*a*) a credit provider undertakes-

(i) to supply goods or services or to pay an amount or amounts, as determined by the consumer from time to time, to the consumer or on behalf of, or at the direction of, the consumer; and

(ii) either to-

(*aa*) defer the consumer's obligation to pay any part of the cost of goods or services, or to repay to the credit provider any part of an amount contemplated in subparagraph (i); or

(*bb*) bill the consumer periodically for any part of the cost of goods or services, or any part of an amount, contemplated in subparagraph (i); and (*b*) any charge, fee or interest is payable to the credit provider in respect of-

(i) any amount deferred as contemplated in paragraph (*a*) (*ii*) (*aa*); or

(ii) any amount billed as contemplated in paragraph (*a*) (*ii*) (*bb*) and not paid within the time provided in the agreement.

(4) An agreement, irrespective of its form but not including an agreement contemplated in subsection (2), constitutes a credit transaction if it is-

(*a*) a pawn transaction or discount transaction;

(*b*) an incidental credit agreement, subject to section 5 (2);

(*c*) an instalment agreement;

(*d*) a mortgage agreement or secured loan;

(*e*) a lease; or

(*f*) any other agreement, other than a credit facility or credit guarantee, in terms of which payment of an amount owed by one person to another is deferred, and any charge, fee or interest is payable to the credit provider in respect of-

(i) the agreement; or

(ii) the amount that has been deferred.

(5) An agreement, irrespective of its form but not including an agreement contemplated in subsection (2), constitutes a credit guarantee if, in terms of that agreement, a person undertakes or promises to satisfy upon demand any obligation of another consumer in terms of a credit facility or a credit transaction to which this Act applies.

(6) If, as contemplated in subsection (1) (*d*), a particular credit agreement constitutes both a credit facility as described in subsection (3) and a credit transaction in terms of subsection (4) (*d*)-

(*a*) subject to paragraph (*b*), that agreement is equally subject to any provision of this Act that applies specifically or exclusively to either-

(i) credit facilities; or

(ii) mortgage agreements or secured loans, as the case may be, and

(*b*) for the purpose of applying-

(i) section 108, that agreement must be regarded as a credit facility; or

(ii) section 4 (1) (*b*) read with section 9 (4), that agreement must be regarded as a large agreement if it is a mortgage agreement.

9. Categories of credit agreements.-(1) For all purposes of this Act, every credit agreement is characterised as a small agreement, an intermediate agreement, or a large agreement, as described in subsections (2), (3) and (4) respectively.

(2) A credit agreement is a small agreement if it is-

(*a*) a pawn transaction;

(*b*) a credit facility, if the credit limit under that facility falls at or below the lower of the thresholds established in terms of section 7 (1) (*b*); or

(*c*) any other credit transaction except a mortgage agreement or a credit guarantee, and the principal debt under that transaction or guarantee falls at or below the lower of the thresholds established in terms of section 7 (1) (*b*).

(3) A credit agreement is an intermediate agreement if it is-

(*a*) a credit facility, if the credit limit under that facility falls above the lower of the thresholds established in terms of section 7 (1) (*b*); or

(*b*) any credit transaction except a pawn transaction, a mortgage agreement or a credit guarantee, and the principal debt under that transaction or guarantee falls between the thresholds established in terms of section 7 (1) (*b*).

(4) A credit agreement is a large agreement if it is-

(*a*) a mortgage agreement; or

(*b*) any other credit transaction except a pawn transaction or a credit guarantee, and the principal debt under that transaction or guarantee falls at or above the higher of the thresholds established in terms of section 7 (1) (*b*).

10. Developmental credit agreements.-(1) A credit agreement, irrespective of its form, type or category, is a developmental credit agreement if-

(*a*) at the time the agreement is entered into, the credit provider holds a supplementary registration certificate issued in terms of an application contemplated in section 41; and

(*b*) the credit agreement is-

(i) between a credit co-operative as credit provider, and a member of that credit co-operative as consumer, if profit is not the dominant purpose for entering into the agreement, and the principal debt under that agreement does not exceed the prescribed maximum amount;

(ii) an educational loan; or

(iii) entered into for any of the following purposes-

(*aa*) development of a small business;

(*bb*) the acquisition, rehabilitation, building or expansion of low income housing; or

(*cc*) any other purpose prescribed in terms of subsection (2) (*a*).

(2) The Minister may prescribe-

(*a*) additional purposes, as contemplated in subsection (1) (*b*) (iii) (*cc*), that are designed to promote the socio-economic development and welfare of persons contemplated in section 13 (*a*);

(*b*) a maximum principal debt above which a credit agreement contemplated in subsection (1) (*b*) (i) does not automatically qualify as a developmental credit agreement; and

(*c*) criteria and standards to be applied by the National Credit Regulator in considering whether a credit provider's dominant purpose for making an agreement was profit or a purpose other than profit, including but not limited to the extent to which the credit agreement concerned contributes to the socio-economic development and welfare of persons contemplated in section 13 (*a*).

11. Public interest credit agreements.-(1) The Minister-

(*a*) by declaration in accordance with subsection (2); or

(*b*) by regulation in accordance with subsection (3), may declare that credit agreements entered into in specified circumstances, or for specified purposes, during a specific period or until the declaration or regulation is repealed, are public interest credit agreements.

(2) The Minister, by notice in the *Gazette*, may make a declaration contemplated in subsection (1) (*a*)-

(*a*) in order to promote the availability of credit in all or part of the Republic in circumstances of natural disaster or similar emergent and grave public interest; and

(*b*) with or without prior notice or consultation, as the Minister may determine having regard to the circumstances.

(3) The Minister may make a regulation contemplated in subsection (1) (*b*)-

(*a*) in order to promote the availability of credit in all or part of the Republic in any circumstances that the Minister considers to be in the public interest; and

(*b*) in accordance with the provisions of section 171 (2).

(4) When making a declaration or regulation contemplated in subsection (1) the Minister must prescribe the following criteria applicable to determining whether a credit agreement qualifies as a public interest credit agreement-

(*a*) The public interest circumstances in which credit may be granted or made available to a consumer;

(*b*) the maximum permissible principal debt;

(*c*) the maximum permissible duration of the credit agreement; and

(*d*) the area within the Republic in which the consumer under such an agreement must reside or carry on business.

(5) A public interest credit agreement is exempt from the application of Part D of Chapter 4 to the extent that it concerns reckless credit.

CHAPTER 2
CONSUMER CREDIT INSTITUTIONS

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

12. Establishment of National Credit Regulator.-(1) There is hereby established a body to be known as the National Credit Regulator, which-

(*a*) has jurisdiction throughout the Republic;

(*b*) is a juristic person;

(*c*) is independent and subject only to the Constitution and the law;

(*d*) must exercise its functions in accordance with this Act;

(*e*) must be impartial; and

(*f*) must perform its functions-

(i) in as transparent a manner as is appropriate having regard to the nature of the specific function; and

(ii) without fear, favour, or prejudice.

(2) Each organ of state must assist the National Credit Regulator to maintain its independence and impartiality, and to perform its functions effectively.

(3) The National Credit Regulator is responsible to carry out the functions and exercise the powers-

(*a*) set out in sections 12 to 18; or

(*b*) assigned to it by or in terms of this Act, or any other national legislation.

(4) In carrying out its functions, the National Credit Regulator may-

(*a*) have regard to international developments in the field of consumer credit and consumer financing; or

(*b*) consult any person, organisation or institution with regard to any matter.

(5) In respect to a particular matter within its jurisdiction or responsibility, the National Credit Regulator may exercise its responsibility by way of an agreement contemplated in section 17 (4) (*b*).

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

13. Development of accessible credit market.-The National Credit Regulator is responsible to-

(*a*) promote and support the development, where the need exists, of a fair, transparent, competitive, sustainable, responsible, efficient, effective and accessible credit market and industry to serve the needs of-

(i) historically disadvantaged persons;

(ii) low income persons and communities; and

(iii) remote, isolated or low density populations and communities,

in a manner consistent with the purposes of this Act;

(*b*) set appropriate conditions for the supplementary registration of credit providers wishing to enter into developmental credit agreements, in order to promote access to credit in the manner, and for the persons, contemplated in paragraph (*a*);

(*c*) monitor the following matters and report to the Minister annually in respect of-

(i) Credit availability, price and market conditions, conduct and trends;

(ii) market share, market conduct and competition within the consumer credit industry, the credit industry structure, including the extent of ownership, control and participation within the industry by historically disadvantaged persons;

(iii) access to consumer credit by small businesses or persons contemplated in paragraph (*a*) (*i*) to (iii);

(iv) levels of consumer indebtedness and the incidence and social effects of over-indebtedness; and

(v) any other matter relating to the credit industry; and

(*d*) conduct research and propose policies to the Minister in relation to any matter affecting the consumer credit industry, including but not limited to proposals for legislative, regulatory or policy initiatives that would improve access to credit for persons contemplated in paragraph (*a*) (i) to (iii).

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

14. Registration functions of National Credit Regulator.-The National Credit Regulator is responsible to regulate the consumer credit industry by-

(*a*) registering credit providers, credit bureaux and debt counsellors;

(*b*) suspending or cancelling any registration issued in terms of this Act, subject to section 57 (2); and

(*c*) establishing and maintaining the registries contemplated in sections 53 and 69 (1) and by making information from those registries available to-

(i) each provincial credit regulator; and

(ii) other persons in the prescribed manner and form, subject to Part B of Chapter 4.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

15. Enforcement functions of National Credit Regulator.-The National Credit Regulator must enforce this Act by-

(*a*) promoting informal resolution of disputes arising in terms of this Act between consumers on the one hand and a credit provider or credit bureau on the other, without intervening in or adjudicating any such dispute;

(*b*) receiving complaints concerning alleged contraventions of this Act;

(*c*) monitoring the consumer credit market and industry to ensure that prohibited conduct is prevented or detected and prosecuted;

(*d*) investigating and ensuring that national and provincial registrants comply with this Act and their respective registrations;

(*e*) issuing and enforcing compliance notices;

(*f*) investigating and evaluating alleged contraventions of this Act;

(*g*) negotiating and concluding undertakings and consent orders contemplated in section 138 (1) (*b*);

(*h*) referring to the Competition Commission any concerns regarding market share, anti-competitive behaviour or conduct that may be prohibited in terms of the Competition Act, 1998 (Act No. 89 of 1998);

(*i*) referring matters to the Tribunal and appearing before the Tribunal, as permitted or required by this Act; and

(*j*) dealing with any other matter referred to it by the Tribunal.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

16. Research and public information.-(1) The National Credit Regulator is responsible to increase knowledge of the nature and dynamics of the consumer credit market and industry, and to promote public awareness of consumer credit matters, by-

(*a*) implementing education and information measures to develop public awareness of the provisions of this Act;

(*b*) providing guidance to the credit market and industry by-

(i) issuing explanatory notices outlining its procedures, or its non-binding opinion on the interpretation of any provision of this Act; or

(ii) applying to a court for a declaratory order on the interpretation or application of any provision of this Act;

(*c*) monitoring socio-economic patterns of consumer credit activity within the Republic, and in particular identifying factors concerning-

(i) over-indebtedness; and

(ii) the patterns, causes and consequences of over-indebtedness;

(*d*) conducting reasonable periodic audits of registered credit providers in respect of historical data relative to credit applications and credit agreements in order to-

(i) establish demographic patterns of the credit market;

(ii) investigate socio-economic trends in the credit market, particularly among persons contemplated in section 13 (*a*); and

(iii) detect patterns of possible discriminatory practices;

(*e*) monitoring trends in the consumer credit market and industry with respect to-

(i) the needs of persons contemplated in section 13 (*a*); and

(ii) the promotion of black economic empowerment and ownership within the industry;

(*f*) monitoring trends in the market-

(i) for credit insurance, patterns of sale of credit insurance, costs of credit insurance, performance of credit insurance in meeting the obligations of consumers, and loss ratios of insurers in respect of credit insurance; and

(ii) for alternative dispute resolution agents, the patterns and costs of services, impartiality and neutrality of such agents, and the impact of such agents on the incidence and cost of debt enforcement and consumers' access to redress in the market; and

(*g*) over time, reviewing legislation and public regulations, and reporting to the Minister concerning matters relating to consumer credit.

(2) For the purposes of exercising its responsibilities in terms of subsection (1) (*f*) (i), the National Credit Regulator may-

(*a*) require an insurer to provide periodic synoptic reports of aggregate information relating to credit insurance policies issued by it, in the prescribed manner and form to the National Credit Regulator, but any such report must not identify any particular consumer or relate a particular consumer to any information so reported; and

(*b*) make further reasonable requests for information from an insurer related to the information contemplated in paragraph (*a*).

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

17. Relations with other regulatory authorities.-(1) At the request of the relevant MEC of a province, or a provincial credit regulator, the National Credit Regulator-

(*a*) may engage with that provincial credit regulator in co-operative activities of research, publication, education, staff development and training; and

(*b*) in consultation with the Minister, may-

(i) engage with that provincial credit regulator in staff exchanges or secondments; or

(ii) provide technical assistance or expertise to that provincial credit regulator.

(2) At the request of the relevant MEC of a province, or a provincial credit regulator, the National Credit Regulator may engage with that provincial credit regulator in co-operative activities to detect and suppress prohibited conduct, if there are reasonable grounds to believe that any such conduct may be occurring within the province, or across its provincial boundaries.

(3) At the direction of the Minister, the National Credit Regulator must engage with any relevant provincial credit regulator in co-operative activities to detect and suppress prohibited conduct occurring within the province or across its provincial boundaries.

(4) The National Credit Regulator must-

(*a*) liaise with any regulatory authority on matters of common interest;

(*b*) enter into a valid agreement with any regulatory authority to-

(i) co-ordinate and harmonise the exercise of jurisdiction over consumer credit matters within the relevant industry or sector; and

(ii) ensure the consistent application of the principles of this Act;

[Para. (*b*) amended by s. 2 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(*c*) participate in the proceedings of any regulatory authority;

[Para. (*c*) amended by s. 2 (*c*) of Act No. 19 of 2014.]

Wording of Sections

(*d*) advise, or receive advice from, any regulatory authority; and

[Para. (*d*) amended by s. 2 (*d*) of Act No. 19 of 2014.]

Wording of Sections

(*e*) notify the Registrar of Banks designated in terms of the Banks Act, 1990 (Act No. 94 of 1990), within the agreed time frame, of its intention to investigate a bank as defined in the Banks Act, 1990.

[Sub-s. (4) amended by s. 2 (*a*) of Act No. 19 of 2014. Para. (*e*) added by s. 2 (*e*) of Act No. 19 of 2014.]

Wording of Sections

(5) A regulatory authority that, in terms of any public regulation, exercises jurisdiction over consumer credit matters within a particular industry or sector-

(*a*) must enter into a valid agreement with the National Credit Regulator, as anticipated in subsection (4) (*b*); and

[Para. (*a*) substituted by s. 2 (*f*) of Act No. 19 of 2014.]

Wording of Sections

(*b*) may exercise its jurisdiction by way of such an agreement in respect of a particular matter within its jurisdiction.

(6) The National Credit Regulator may request a provincial credit regulator to submit any report or information related to the activities of that provincial credit regulator to the National Credit Regulator.

(7) The President may assign to the National Credit Regulator any duty of the Republic to exchange information with a similar foreign agency in terms of an international agreement relating to the purpose of this Act.

(8) The National Credit Regulator may liaise with any foreign or international authorities having any objects similar to the functions and powers of the National Credit Regulator.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

18. Reporting requirements of National Credit Regulator.-(1) In addition to any other advice or reporting requirements set out in this Part, the National Credit Regulator is responsible to-

(*a*) advise the Minister on matters of national policy relating to consumer credit and on the determination of national norms and standards regarding consumer protection in terms of this Act that should apply generally throughout the Republic;

(*b*) recommend to the Minister changes to bring about uniformity in the legislation in the various provinces in relation to consumer protection in terms of this Act;

(*c*) report to the Minister annually on-

(i) the volume and cost of different types of consumer credit products, and market practices relating to those products; and

(ii) the implications for consumer choice and competition in the consumer credit market;

(*d*) enquire into and report to the Minister on any matter concerning the purposes of this Act; and

(*e*) advise the Minister in respect of any matter referred to it by the Minister.

(2) The Minister must table in Parliament any report submitted in terms of-

(*a*) section 13 (*c*) or section 16 (1) (*g*) ; or

(*b*) any other provision of this Part, if that report deals with a substantial matter relating to the purposes of this Act.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

19. . . . . . .

[S. 19 repealed by s. 3 of Act No. 19 of 2014.]

Wording of Sections

20. . . . . . .

[S. 20 repealed by s. 3 of Act No. 19 of 2014.]

Wording of Sections

21. . . . . . .

[S. 21 repealed by s. 3 of Act No. 19 of 2014.]

Wording of Sections

22. . . . . . .

[S. 22 repealed by s. 3 of Act No. 19 of 2014.]

Wording of Sections

23. Appointment of Chief Executive Officer.-(1) The Minister must appoint a suitably qualified and experienced person as Chief Executive Officer of the National Credit Regulator, who must be responsible for all matters pertaining to the functions of the National Credit Regulator.

[Sub-s. (1) substituted by s. 4 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(2) . . . . . .

[Sub-s. (2) deleted by s. 4 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(3) The Chief Executive Officer is the accounting authority for the National Credit Regulator, and as such is responsible for-

(*a*) all income and expenditure of the National Credit Regulator;

(*b*) all revenue collected by the National Credit Regulator;

(*c*) all assets, and the discharge of all duties and liabilities of the National Credit Regulator; and

(*d*) proper and diligent implementation of this Act in order to achieve the objects stipulated in this Act.

[Sub-s. (3) added by s. 4 (*c*) of Act No. 19 of 2014.]

(4) The Chief Executive Officer may-

(*a*) assign management and other duties to employees with appropriate skills to assist the National Credit Regulator in the management, or control of the National Credit Regulator; and

(*b*) delegate, with or without conditions, any of the powers or functions of the Chief Executive Officer to any suitably qualified employee of the National Credit Regulator, but such delegation does not divest the Chief Executive Officer of responsibility for the exercise of any power or performance of any duty.

[Sub-s. (4) added by s. 4 (*c*) of Act No. 19 of 2014.]

(5) The Minister may appoint a person who is suitably qualified and experienced, as a Deputy Chief Executive Officer to assist the Chief Executive Officer in carrying out the functions of the National Credit Regulator.

[Sub-s. (5) added by s. 4 (*c*) of Act No. 19 of 2014.]

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

24. Conflicting interests.-The Chief Executive Officer, and each other employee of the National Credit Regulator, must not-

(*a*) engage in any activity that may undermine the integrity of the National Credit Regulator;

(*b*) participate in any investigation, hearing, or decision concerning a matter in respect of which that person has a direct financial interest or any similar personal interest;

(*c*) make private use of, or profit from, any confidential information obtained as a result of performing that person's official functions in the National Credit Regulator; or

(*d*) divulge any information referred to in paragraph (*c*) to any third party, except as required as part of that person's official functions within the National Credit Regulator.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

25. Appointment of inspectors and investigators.-(1) The Chief Executive Officer or any employee duly authorised by the Chief Executive Officer-

(*a*) may appoint any suitable employee of the National Credit Regulator, or any other suitable person employed by the State, as an inspector; and

(*b*) must issue each inspector with a certificate in the prescribed form stating that the person has been appointed as an inspector in terms of this Act.

[Sub-s. (1) amended by s. 5 of Act No. 19 of 2014.]

Wording of Sections

(2) When an inspector performs any function in terms of section 139 or Chapter 8, the inspector must-

(*a*) be in possession of a certificate of appointment issued to that inspector in terms of subsection (1); and

(*b*) show that certificate to any person who-

(i) is affected by the inspector's actions in terms of this Act; and

(ii) requests to see the certificate.

(3) When exercising powers in terms of this Act, an inspector is a peace officer as defined in section 1 of the Criminal Procedure Act, 1977 (Act No. 51 of 1977), and may exercise the powers conferred on a peace officer by law.

(4) The Chief Executive Officer may appoint or contract with any suitably qualified person to conduct research, audits, inquiries or other investigations on behalf of the National Credit Regulator.

(5) A person appointed in terms of subsection (4) is not an inspector within the meaning of this Act.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

Part B
National Consumer Tribunal

26. Establishment and constitution of Tribunal.-(1) There is hereby established a body to be known as the National Consumer Tribunal, which-

(*a*) has jurisdiction throughout the Republic;

(*b*) is a juristic person;

(*c*) is a tribunal of record; and

(*d*) must exercise its functions in accordance with this Act or any other applicable legislation.

(2) The Tribunal consists of a Chairperson and not less than 10 other women or men appointed by the President, on a full or part-time basis.

(3) The President must-

(*a*) appoint the Chairperson and other members of the Tribunal no later than the date on which this Act comes into operation; and

(*b*) appoint a person to fill any vacancy on the Tribunal.

(4) To be eligible for appointment or designation as a member of the Tribunal, and to continue to hold that office, a person must-

(*a*) not be subject to any disqualification set out in subsection (5); and (*b*) have submitted to the Minister a written declaration stating that the person-

(i) is not disqualified in terms of subsection (5); and

(ii) does not have any interests referred to in subsection (5) (*b*).

[Sub-s. (4) substituted by s. 6 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(5) A person may not be a member of the Tribunal if that person-

(*a*) is an office-bearer of any party, movement, organisation or body of a partisan political nature;

(*b*) personally or through a spouse, partner or associate-

(i) has or acquires a direct or indirect financial interest in a registrant; or

(ii) has or acquires an interest in a business or enterprise, which may conflict or interfere with the proper performance of the duties of a member of the Tribunal;

(*c*) is an unrehabilitated insolvent or becomes insolvent and the insolvency results in the sequestration of that person's estate;

(*d*) has ever been, or is, removed from an office of trust on account of a guilty finding in respect of a complaint of misconduct related to fraud or the misappropriation of money;

(*e*) is subject to an order of a competent court holding that person to be mentally unfit or disordered;

(*f*) within the previous 10 years has been, or is, convicted in the Republic or elsewhere of theft, fraud, forgery or uttering a forged document, perjury, an offence under the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), an offence under the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001), or an offence involving dishonesty; or

(*g*) has been convicted of any other offence committed after the Constitution of the Republic of South Africa, 1996, took effect, and sentenced to imprisonment without the option of a fine.

[Sub-s. (5) added by s. 6 (*b*) of Act No. 19 of 2014.]

(6) For the purpose of subsection (5) (*b*), a financial interest does not include an indirect interest held in any fund or investment if the person contemplated in that subsection has no control over the investment decisions of that fund or investment.

[Sub-s. (6) added by s. 6 (*b*) of Act No. 19 of 2014.]

(7) A member of the Tribunal must promptly inform the Minister in writing after acquiring an interest that is, or is likely to become, an interest contemplated in subsection (5) (*b*).

[Sub-s. (7) added by s. 6 (*b*) of Act No. 19 of 2014.]

(8) A member of the Tribunal must not-

(*a*) engage in any activity that may undermine the integrity of the Tribunal;

(*b*) attend, participate in or influence the proceedings of the Tribunal, if, in relation to the matter before the Tribunal, that member has an interest-

(i) contemplated in subsection (5) (*b*); or

(ii) that precludes that member from performing the functions of a member of the Tribunal in a fair, unbiased and proper manner;

(*c*) make private use of, or profit from, any confidential information obtained as a result of performing that person's functions as a member of the Tribunal; or

(*d*) divulge any information referred to in paragraph (*c*) to any third party, except as required as part of that person's official functions as a member of the Tribunal.

[Sub-s. (8) added by s. 6 (*b*) of Act No. 19 of 2014.]

(9) If, at any time, it appears to a member of the Tribunal that a matter being considered by the Tribunal during proceedings concerns an interest of that member referred to in subsection (8) (*b*), that member must-

(*a*) immediately and fully disclose the nature of that interest to the members present; and

(*b*) withdraw from the proceedings to allow the remaining members to discuss the matter and determine whether the member should be prohibited from participating in any further proceedings concerning that matter.

[Sub-s. (9) added by s. 6 (*b*) of Act No. 19 of 2014.]

(10) The disclosure by a member of the Tribunal in terms of subsection (9) (*a*), and the decision by the Tribunal in terms of subsection (9) (*b*), must be expressly recorded in the records of the proceedings in question.

[Sub-s. (10) added by s. 6 (*b*) of Act No. 19 of 2014.]

(11) Proceedings of the Tribunal, and any decisions taken by a majority of the members present and entitled

to participate in those decisions, are binding despite-

(*a*) a member of the Tribunal failing to disclose an interest as required by subsection (9); or

(*b*) a member of the Tribunal, having an interest, attending or participating in those proceedings.

[Sub-s. (11) added by s. 6 (*b*) of Act No. 19 of 2014.]

(Date of commencement of s. 26: 1 September, 2006.)

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

27. Functions of Tribunal.-The Tribunal or a member of the Tribunal acting alone in accordance with this Act or the Consumer Protection Act, 2008, may-

(*a*) adjudicate in relation to any-

(i) application that may be made to it in terms of this Act, and make any order provided for in this Act in respect of such an application; or

(ii) allegations of prohibited conduct by determining whether prohibited conduct has occurred and, if so, by imposing a remedy provided for in this Act;

(*b*) grant an order for costs in terms of section 147; and

(*c*) exercise any other power conferred on it by law.

[S. 27 amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

28. Qualifications of members of Tribunal.-(1) The members of the Tribunal, viewed collectively-

(*a*) must represent a broad cross-section of the population of the Republic; and

(*b*) must comprise sufficient persons with legal training and experience to satisfy the requirements of section 31 (2) (*a*).

(2) Each member of the Tribunal must-

(*a*) be a citizen of South Africa, who is ordinarily resident in the Republic;

(*b*) have suitable qualifications and experience in economics, law, commerce, industry or consumer affairs; and

(*c*) be committed to the purposes of this Act.

(Date of commencement of s. 28: 1 September, 2006.)

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

29. Term of office of members of Tribunal.-(1) Each member of the Tribunal serves for a term of five years.

(2) The President may re-appoint a member of the Tribunal at the expiry of that member's term of office, but no person may be appointed to the office of the Chairperson of the Tribunal for more than two consecutive terms.

(3) The Chairperson, on one month written notice addressed to the Minister, may-

(*a*) resign from the Tribunal; or

(*b*) resign as Chairperson, but remain as a member of the Tribunal.

(4) A member of the Tribunal other than the Chairperson may resign by giving at least one month written notice to the Minister.

(5) The President, on the recommendation of the Minister-

(*a*) must remove the Chairperson or any other member of the Tribunal from office if that person becomes subject to any of the disqualifications referred to in section 26 (5); and

[Para. (*a*) substituted by s. 7 of Act No. 19 of 2014.]

Wording of Sections

(*b*) other than as provided for in paragraph (*a*), may remove the Chairperson or a member from office only for-

(i) serious misconduct;

(ii) permanent incapacity; or

(iii) engaging in any activity that may undermine the integrity of the Tribunal.

(Date of commencement of s. 29: 1 September, 2006.)

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

30. Deputy Chairperson of Tribunal.-(1) The President must designate a member of the Tribunal as Deputy Chairperson of the Tribunal.

(2) The Deputy Chairperson performs the functions of Chairperson whenever-

(*a*) the office of Chairperson is vacant; or

(*b*) the Chairperson is for any other reason temporarily unable to perform those functions.

(Date of commencement of s. 30: 1 September, 2006.)

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

31. Tribunal proceedings.-(1) The Chairperson is responsible to manage the caseload of the Tribunal in terms of this Act or any other legislation, and must assign each application or other matter referred to the Tribunal in terms of this Act or any other legislation to-

(*a*) a member of the Tribunal, to the extent that this Act, section 75 (5) of the Consumer Protection Act, 2008, or any other legislation provides for a matter to be considered by a single member of the Tribunal; or

(*b*) a panel composed of any three members of the Tribunal, in any other case.

[Sub-s (1) substituted by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

(2) When assigning a matter to a panel in terms of subsection (1) (*b*), the Chairperson must-

(*a*) ensure that at least one member of the panel is a person who has suitable legal qualifications and experience; and

(*b*) designate a member of the panel to preside over the panel' s proceedings.

(3) If, because of resignation, illness, death, or withdrawal from a hearing in terms of section 29, a member of the panel is unable to complete the proceedings in a matter assigned to that panel, the Chairperson must-

(*a*) direct that the hearing of that matter proceed before the remaining members of the panel, subject to the requirements of subsection (2) (*a*); or

(*b*) terminate the proceedings before that panel and constitute another panel, which may include any member of the original panel, and direct that panel to conduct a new hearing.

(4) The decision of a panel on a matter referred to it must be in writing and include reasons for that decision.

(5) A decision of a single member of the Tribunal hearing a matter as contemplated in subsection (1) (*a*), or of a majority of the members of a panel in any other case, is the decision of the Tribunal.

(Date of commencement of s. 31: 1 September, 2006.)

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

32. Conflicts and disclosure of interest.-(1) A member of the Tribunal may not represent any person before the Tribunal.

(2) If, during a hearing in which a member of the Tribunal is participating, it appears to that member that the matter concerns a financial or other interest of that member contemplated in section 26 (5) (*b*), that member must-

(*a*) immediately and fully disclose the fact and nature of that interest to the Chairperson and to the presiding member at that hearing; and

(*b*) withdraw from any further involvement in that hearing.

[Sub-s. (2) amended by s. 8 of Act No. 19 of 2014.]

Wording of Sections

(Date of commencement of s. 32: 1 September, 2006.)

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

33. Acting by member of Tribunal after expiry of term of office.-If, on the expiry of the term of office of a member of the Tribunal, that member is still considering a matter before the Tribunal, that member may continue to act as a member in respect of that matter only.

(Date of commencement of s. 33: 1 September, 2006.)

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

34. Remuneration and benefits.-(1) The Minister may, in consultation with the Minister of Finance, determine salary, allowances, benefits or any other terms and conditions of employment for members of the Tribunal.

(2) The salary, allowances or benefits of a member of the Tribunal may not be reduced during the term of office of such a member.

[S. 34 substituted by s. 9 of Act No. 19 of 2014.]

Wording of Sections

(Date of commencement of s. 34: 1 September, 2006.)

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

Part C
Administrative Matters

35. Finances.-(1) The National Credit Regulator and the Tribunal are each financed from-

(*a*) money appropriated by Parliament;

(*b*) any fees payable in terms of this Act;

(*c*) income derived from their respective investment and deposit of surplus money in terms of subsection (2); and

(*d*) other money accruing from any source.

(2) The National Credit Regulator or the Tribunal may invest or deposit money that is not immediately required for contingencies or to meet current expenditures-

(*a*) on a call or short-term fixed deposit with any registered bank or financial institution in the Republic; or

(*b*) in an investment account with the Corporation for Public Deposits established in terms of section 2 of the Corporation for Public Deposits Act, 1984 (Act No. 46 of 1984).

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

36. Reviews and reports to Minister.-(1) At least once every five years, the Minister must conduct an audit review of the exercise of the functions and powers of the National Credit Regulator, and the Tribunal.

(2) In addition to any other reporting requirement set out in this Act, the National Credit Regulator and the

Tribunal must each report to the Minister annually on its activities, as required by the Public Finance Management Act, 1999 (Act No. 1 of 1999).

(3) As soon as practicable after receiving a report of a review contemplated in subsection (1), or after receiving a report contemplated in subsection (2), the Minister must-

(*a*) transmit a copy of the report to the Premier of each province; and

(*b*) table it in Parliament.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

Part D
National and provincial co-operation

37. Co-operative exercise of concurrent jurisdiction.-(1) The Minister must consult with the responsible MEC of any province concerned-

(*a*) to co-ordinate and harmonise the functions relating to consumer credit to be performed by the National Credit Regulator and one or more provincial credit regulators; and

(*b*) to facilitate the settlement of any dispute between the National Credit Regulator and one or more provincial credit regulators.

(2) If this Act requires the provincial credit regulators to perform a particular function within their respective provinces, and-

(*a*) within a particular province, no provincial credit regulator has been established; or

(*b*) the Minister concludes on reasonable grounds that the provincial credit regulator within a particular province is unable to perform that function effectively,

the Minister must consult with the responsible MEC of that province to determine the steps to be taken to ensure the fulfilment of that statutory obligation.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

38. Information sharing.-(1) A provincial credit regulator must keep a register of each person whom it registers in terms of applicable provincial legislation.

(2) The register must include prescribed information relating to

(*a*) the activities permitted under each such registration;

(*b*) the address of any premises in, on or from which registered activities may be engaged in, conducted or made available under registrations issued by it; and

(*c*) any other prescribed information.

(3) Each provincial credit regulator must report to the National Credit Regulator, at the prescribed intervals, the information kept by that provincial credit regulator in terms of subsection (1).

(4) A credit regulator must, on request from another credit regulator, provide a copy of all prescribed information in its possession concerning a registrant or applicant for registration.

(5) The Minister, by regulation in accordance with section 171, may prescribe the timing, manner and form, and content of information to be provided in terms of this section.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

CHAPTER 3
CONSUMER CREDIT INDUSTRY REGULATION

Part A
Registration requirements, criteria and procedures

39. Limited application of this Part.-(1) Sections 40, 42, 45, 48, 49 and 51 do not apply to a credit provider who-

(*a*) operates only within one province; and

(*b*) is registered as a credit provider in terms of applicable provincial legislation, if the Minister has declared that the registration requirements in terms of that provincial legislation are comparable to or exceed the registration requirements in terms of this Act.

(2) The Minister may make a declaration contemplated in subsection (1) by notice in the *Gazette* after consulting the relevant MEC of the province concerned.

40. Registration of credit providers.-(1) A person must apply to be registered as a credit provider if the total principal debt owed to that credit provider under all outstanding credit agreements, other than incidental credit agreements, exceeds the threshold prescribed in terms of section 42 (1).

[Sub-s. (1) substituted by s. 10 of Act No. 19 of 2014.]

Wording of Sections

(2) In determining whether a person is required to register as a credit provider-

(*a*) the provisions of subsection (1) apply to the total number and aggregate principal debt of credit agreements in respect of which that person, or any associated person, is the credit provider;

(*b*) each associated person that is a credit provider in its own name and falls within the requirements of subsection (1) must apply for registration in its own name;

(*c*) a credit provider that conducts business in its own name at or from more than one location or premises is required to register only once with respect to all of such locations or premises; and

(*d*) "associated person"-

(i) with respect to a credit provider who is a natural person, includes the credit provider's spouse or business partners; and

(ii) with respect to a credit provider that is a juristic person, includes-

(*aa*) any person that directly or indirectly has a controlling interest in the credit provider, or is directly or indirectly controlled by the credit provider;

(*bb*) any person that has a direct or indirect controlling interest in, or is directly or indirectly controlled by, a person contemplated in clause (*aa*); or

(*cc*) any credit provider that is a joint venture partner of a person contemplated in this subparagraph.

(3) A person who is required in terms of subsection (1) to be registered as a credit provider, but who is not so registered, must not offer, make available or extend credit, enter into a credit agreement or agree to do any of those things.

(4) A credit agreement entered into by a credit provider who is required to be registered in terms of subsection (1) but who is not so registered is an unlawful agreement and void to the extent provided for in section 89.

(5) A person to whom this section does not apply in terms of section 39, or who is not required to be registered as a credit provider in terms of this section, may voluntarily apply to the National Credit Regulator at any time to be registered as a credit provider.

(6) When determining whether, in terms of subsection (1), a credit provider is required to register-

(*a*) the value of any credit facility issued by that credit provider is the credit limit under that credit facility; and

(*b*) any credit guarantee to which a credit provider is a party is to be disregarded.

41. Supplementary registration to provide developmental credit.-(1) A registered credit provider, or a credit provider who has applied to be registered in terms of section 40, may apply for supplementary registration as a credit provider in respect of developmental credit agreements if the credit provider-

(*a*) is a close corporation, company, credit co-operative, trust, statutory entity, mutual bank or bank;

(*b*) is registered with the South African Revenue Service; and

(*c*) does not employ any person in a controlling or managerial capacity who would be disqualified from individual registration in terms of section 46 (3).

(2) The National Credit Regulator may grant supplementary registration to a credit provider only if it concludes that the credit provider has-

(*a*) sufficient human, financial and operational resources to enable it to function efficiently and to effectively carry out its functions in terms of this Act, or presents to the National Credit Regulator a credible plan to acquire or develop those resources; and

(*b*) adequate administrative procedures and safeguards to justify the application of statutory exceptions from this Act, or presents to the National Credit Regulator a credible plan to develop those procedures and safeguards before entering into any developmental credit agreement.

42. Thresholds applicable to credit providers.-(1) The Minister, by notice in the *Gazette*, must determine a threshold for the purpose of determining whether a credit provider is required to be registered in terms of section 40 (1).

[Sub-s. (1) substituted by s. 11 of Act No. 19 of 2014.]

Wording of Sections

(2) An initial threshold determined by the Minister in terms of this section takes effect on the effective date, and each subsequent threshold takes effect six months after the date on which it is published in the *Gazette*.

(3) If, as a result of a determination made by the Minister in terms of subsection (1) after the effective date-

(*a*) a credit provider is required to be registered for the first time, that credit provider must apply for registration by the time the threshold takes effect, and may thereafter continue to provide credit until the time that the National Credit Regulator makes a decision in respect of its application;

(*b*) a credit provider who previously was required to be registered falls below the newly determined threshold, that credit provider-

(i) may apply to the National Credit Regulator for a clearance certificate to release it from the obligation to be registered; and

(ii) until the National Credit Regulator makes a decision in respect of such an application, must continue to be registered, despite section 40 (1).

43. Registration of credit bureaux.-(1) A person must apply to be registered as a credit bureau if that person engages for payment, other than as a credit provider or an employee of a credit provider, in the business of-

(*a*) receiving reports of, or investigating-

(i) credit applications;

(ii) credit agreements;

(iii) payment history or patterns; or

(iv) consumer credit information as defined in section 70 (1), relating to consumers or prospective consumers, other than reports of court orders or reasons for judgment or similar information that is in the public domain;

(*b*) compiling and maintaining data from reports contemplated in subparagraph (i); and

(*c*) issuing reports concerning consumers or other natural persons based on information or data referred to in this paragraph.

(2) A person must not offer or conduct business as a credit bureau, or hold themselves out to the public as being authorised to offer any service customarily offered by a credit bureau, unless that person is registered as a credit bureau in terms of this Chapter.

(3) The National Credit Regulator must not register a person as a credit bureau unless that person-

(*a*) maintains and imposes appropriate qualification, competence, knowledge and experience requirements for its employees or contractors who will have authority to represent it in any function under this Act;

(*b*) has, in the opinion of the National Credit Regulator, sufficient human, financial and operational resources to enable it to function efficiently and to carry out effectively its functions in terms of this Act, or presents to the National Credit Regulator a credible plan to acquire or develop those resources;

(*c*) has adopted procedures to ensure that questions, concerns and complaints of consumers or credit providers are treated equitably and consistently in a timely, efficient and courteous manner, or presents to the National Credit Regulator a credible plan to acquire or develop those procedures; and

(*d*) is registered with the South African Revenue Services.

(4) In addition to the requirements of section 46, a person may not be registered as a credit bureau if any person who has a controlling interest in the applicant is-

(*a*) a credit provider;

(*b*) a debt collection agency; or

(*c*) a person who conducts any disqualified business prescribed in terms of subsection (5).

(5) The Minister may, by regulation, declare any business activity disqualified as contemplated in subsection (4) (*c*) if that business activity is inconsistent with the function of operating an independent and objective credit bureau.

44. Registration of debt counsellors.-(1) A natural person may apply to be registered as a debt counsellor.

(2) A person must not offer or engage in the services of a debt counsellor in terms of this Act, or hold themselves out to the public as being authorised to offer any such service, unless that person is registered as such in terms of this Chapter.

(3) In addition to the requirements of section 46, an applicant for registration as a debt counsellor must-

(*a*) satisfy any prescribed education, experience or competency requirements, or

(*b*) be in a position to satisfy within a reasonable time such requirements as the National Credit Regulator may determine as a condition of the applicant's registration.

44A. Registration of payment distribution agents.-(1) A person may apply to the National Credit Regulator to be registered as a payment distribution agent.

(2) (*a*) A person must not offer or engage in the services of a payment distribution agent, or hold themselves out to the public as being authorised to offer any such service, unless that person is registered as a payment distribution agent in terms of this Chapter.

(*b*) A consumer is not obliged to make use of the services of a payment distribution agent.

(3) In addition to the requirements of section 46, an applicant for registration as a payment distribution agent must satisfy any prescribed education, experience or competency requirements.

(4) Payment distribution agents must-

(*a*) maintain fidelity insurance and trust accounts; and

(*b*) submit such financial accounts as may reasonably be required by the National Credit Regulator for purposes of a financial audit.

(5) No credit provider shall have any direct or indirect interest which is inconsistent with the objects of this Act, in the management or control of the business operations of a payment distribution agent or debt counselling business.

(6) Any natural or juristic person who operated as a payment distribution agent prior to the commencement of the National Credit Amendment Act, 2014, must comply with subsection (1) within a period of 12 months from the date of commencement.

[S. 44A inserted by s. 12 of Act No. 19 of 2014.]

45. Application for registration.-(1) A person who wishes to be registered in terms of this Act must apply for registration in the prescribed manner and form to the National Credit Regulator.

(2) The National Credit Regulator may-

(*a*) require further information relevant to an application contemplated in subsection (1); and

(*b*) refuse an application if the applicant has not supplied any information required in terms of paragraph (*a*) within the prescribed time.

(3) If an application complies with the provisions of this Act and the applicant meets the criteria set out in this Act for registration, the National Credit Regulator, after considering the application, must register the applicant subject to section 48 unless the National Credit Regulator after subjecting the applicant to a fit and proper test or any other prescribed test, is of the view that there are other compelling grounds that disqualify the applicant from being registered in terms of this Act.

[Sub-s. (3) substituted by s. 13 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(4) The Minister may prescribe the criteria to be considered in conducting a fit and proper test contemplated in subsection (3).

[Sub-s. (4) added by s. 13 (*b*) of Act No. 19 of 2014.]

(5) The Minister may prescribe-

(*a*) the criteria for registration;

(*b*) the duties and obligations of a registrant; and

(*c*) the fees that may be charged by a registrant.

[Sub-s. (5) added by s. 13 (*b*) of Act No. 19 of 2014.]

46. Disqualification of natural persons.-(1) A natural person may not be registered as a credit bureau.

(2) A natural person may not be registered as a credit provider, debt counsellor or payment distribution agent if that person is an unrehabilitated insolvent.

[Sub-s. (2) substituted by s. 14 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(3) A natural person may not be registered as a credit provider, debt counsellor, or payment distribution agent, if that person-

(*a*) is under the age of 18 years;

(*b*) as a result of a court order, is listed on the register of excluded persons in terms of section 14 of the National Gambling Act, 2004 (Act No. 7 of 2004);

(*c*) is subject to an order of a competent court holding that person to be mentally unfit or disordered;

(*d*) has ever been removed from an office of trust on account of misconduct relating to fraud or the misappropriation of money, whether in the Republic or elsewhere;

(*e*) has ever been a director or member of a governing body of an entity at the time that such an entity has-

(i) been involuntarily deregistered in terms of a public regulation;

(ii) brought the consumer credit industry into disrepute; or

(iii) acted with disregard for consumer rights generally; or

(*f*) has been convicted during the previous 10 years, in the Republic or elsewhere, of

(i) theft, fraud, forgery or uttering a forged document, perjury, or an offence under the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), or comparable legislation of another jurisdiction;

(ii) a crime involving violence against another natural person; or

(iii) an offence in terms of this Act, a repealed law or comparable provincial legislation,

and has been sentenced to imprisonment without the option of a fine unless the person has received a grant of amnesty or free pardon for the offence.

[Sub-s. (3) amended by s. 14 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(4) In addition to the disqualifications set out in subsection (3), a natural person may not be registered as a debt counsellor if that person is-

(*a*) subject to an administration order as contemplated in section 74 of the Magistrates' Court Act, 1944 (Act No. 32 of 1944);

(*b*) subject to debt re-arrangement as contemplated in sections 86 and 87; or

(*c*) engaged in, employed by or acting as an agent for a person that is engaged in

(i) debt collection;

(ii) the operation of a credit bureau;

(iii) credit provision; or

(iv) any other activity prescribed by the Minister on the grounds that there is an inherent conflict of interest between that activity and debt counselling.

(5) The National Credit Regulator must deregister a natural person if the registrant becomes disqualified in terms of this section at any time after being registered.

47. Disqualification of juristic persons and associations.-(1) A registered credit provider, a juristic person or an association of persons may not be registered as a debt counsellor.

(2) Subject to subsection (4), a juristic person or an association of persons may not be registered as a credit

provider or credit bureau if any natural person who would be disqualified from individual registration in terms of section 46 (3) exercises general management or control of that person or association, alone or in conjunction with others.

(3) Subject to subsection (4), if a natural person contemplated in subsection (2) becomes disqualified from individual registration in terms of section 46 (3) after the business concerned was registered in terms of this Act-

(*a*) that natural person must advise the registrant, and the National Credit Regulator, in the prescribed manner and form; and

(*b*) if that natural person-

(i) holds an interest in that business, it must be disposed of within a reasonable period of not more than three years, determined by the National Credit Regulator after considering the circumstances and the nature of the disqualification; or

(ii) is a manager or controller of the business, the National Credit Regulator may impose reasonable conditions on the continuation of the registration with the object of ensuring continuing compliance with the principles of this Act.

(4) Subsections (2) and (3) do not apply to a regulated financial institution.

(5) The provisions of subsection (3), read with the changes required by the context, apply to a natural person who-

(*a*) acquires a financial interest in a registrant; or

(*b*) assumes a management or control function with a registrant.

(6) The National Credit Regulator must deregister a juristic person if the registrant becomes disqualified in terms of this section at any time after being registered.

48. Conditions of registration.-(1) If a person qualifies to be registered as a credit provider, the National Credit Regulator must further apply the following criteria in respect of the application:

(*a*) to the extent it is appropriate having regard to the nature of the applicant, the commitments, if any, made by the applicant or any associated person in terms of black economic empowerment considering the purpose, objects and provisions of the Broad-based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(*b*) the commitments, if any, made by the applicant or any associated person in connection with combating over-indebtedness and compliance with a prescribed code of conduct as well as affordability assessment regulations made by the Minister on the recommendation of the National Credit Regulator; and

[Para. (*b*) substituted by s. 15 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(*c*) registration with the South African Revenue Services.

[Sub-s. (1) amended by s. 15 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(1A) The Minister may prescribe criteria and measures to determine the outcome of affordability assessments provided for in this section.

[Sub-s. (1A) added by s. 15 (*c*) of Act No. 19 of 2014.]

(2) If the National Credit Regulator has determined that an applicant qualifies for registration as a debt counsellor, the National Credit Regulator must further consider the application, relating to the applicant's education, experience and competence relative to any prescribed standards.

(3) The National Credit Regulator, having regard to the objects and purposes of this Act, the circumstances of the application and the applicable criteria set out in subsections (1) and (2), may propose any conditions on the registration of an applicant by delivering a written notice in the prescribed manner and form setting out the proposed conditions, and the reasons for them.

(4) Conditions contemplated in subsection (3) may extend to an associated person, and in any case must be-

(*a*) reasonable and justifiable in the circumstances; and

(*b*) in the case of a regulated financial institution, consistent with its licence.

(5) An applicant who has received a proposal of conditions must respond to the National Credit Regulator within-

(*a*) 20 business days after the date on which the applicant received the proposal; or

(*b*) such longer period as the National Credit Regulator may permit, on good cause shown.

(6) If an applicant who has received a proposal of conditions-

(*a*) consents to the conditions being imposed, the National Credit Regulator must register the applicant, subject only to the conditions as proposed; or

(*b*) does not respond, or responds but does not consent to the proposed conditions, the National Credit Regulator must consider any response submitted by the applicant and may finally determine the conditions to be imposed and register the applicant.

(7) The National Credit Regulator must-

(*a*) inform an applicant in writing of a decision in terms of subsection (6); and

(*b*) provide written reasons for that decision if the National Credit Regulator has amended a previously proposed condition.

48A. Code of Conduct.-(1) The Minister may prescribe a code of conduct contemplated in section 48 (1) (*b*), only after the National Credit Regulator has-

(*a*) published the proposed code of conduct for public comment;

(*b*) considered any submissions made during the public comment period;

(*c*) consulted with-

(i) persons conducting business within the relevant industry; and

(ii) relevant accredited persons; and

(*d*) made any revisions to the proposed industry code as published for comment.

(2) A code of conduct must be consistent with the purposes of this Act.

(3) The National Credit Regulator-

(*a*) must monitor the effectiveness of any code of conduct issued in terms of this Act; and

(*b*) may reasonably require persons conducting business within the relevant industry to provide information necessary for the purposes of-

(i) monitoring in terms of paragraph (*a*); or

(ii) reviewing the effectiveness of a prescribed code of conduct relative to the purposes of this Act.

(4) A registrant must not, in the ordinary course of business, contravene an applicable code of conduct as contemplated in section 48 (1) (*b*).

[S. 48A inserted by s. 16 of Act No. 19 of 2014.]

49. Variation of conditions of registration.-(1) The National Credit Regulator may review, and propose new conditions on, any registration-

(*a*) upon request by the registrant submitted to the National Credit Regulator in the prescribed manner and form;

(*b*) if at least five years have passed since the National Credit Regulator last reviewed or varied the conditions of registration;

(*c*) if the registrant has contravened this Act;

[Para. (*c*) amended by s. 17 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(*d*) if the registrant-

(i) has not satisfied any conditions attached to its registration;

(ii) has not met any commitment or undertaking it made in connection with its registration; or

(iii) has breached any approved code of conduct applicable to it, and cannot provide adequate reasons for doing so; or

[Para. (*d*) amended by s. 17 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(*e*) if the National Credit Regulator, on compelling grounds, deems it necessary for the attainment of the purposes of this Act and efficient enforcement of its functions.

[Para. (*e*) added by s. 17 (*c*) of Act No. 19 of 2014.]

(2) Before imposing a condition in terms of subsection (1) (*c*) or (*d*), the National Credit Regulator must provide the registrant with a reasonable opportunity to remedy the shortcoming in its conduct.

(3) The National Credit Regulator may impose new or alternative conditions-

(*a*) in the case of a regulated financial institution-

(i) only to the extent that the conditions are consistent with its licence; and

(ii) if the review is under subsection (1) (*c*) or (*d*), only to the extent that the conditions are reasonable and justifiable in the circumstances that gave rise to the review; or

(*b*) in the case of any other registrant, if the review is under subsection (1) (*c*) or (*d*), only to the extent that the conditions are reasonable and justifiable in the circumstances that gave rise to the review.

50. Authority and standard conditions of registration.-(1) A registration issued in terms of this Act is valid throughout the Republic and authorises the registrant to conduct, engage in, or make available the registered activities at any place within the Republic.

(2) It is a condition of every registration issued in terms of this Act that the registrant must-

(*a*) permit the National Credit Regulator or any person authorised by the National Credit Regulator to enter any premises at or from which the registrant conducts the registered activities during normal business hours, and to conduct reasonable inquiries for compliance purposes, including any act contemplated in section 154 (1) (*d*) to (*h*);

(*b*) comply with every applicable provision of

(i) this Act;

(ii) the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001); and

(iii) applicable provincial legislation within any province in which the registrant conducts, engages in, or makes available the registered activities.

51. Application, registration and renewal fees.-(1) The Minister may prescribe-

(*a*) an application fee to be paid in connection with any application in terms of this Chapter;

(*b*) an initial registration fee to be paid upon registration;

[Para. (*b*) amended by s. 18 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(*c*) an annual registration renewal fee to be paid by registrants; and

[Para. (*c*) amended by s. 18 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(*d*) a penalty for late renewal of registration by registrants which must be imposed by the National Credit Regulator on a registrant who fails to pay his or her prescribed registration renewal fees within 30 days from the date on which such fees were payable.

[Para. (*d*) added by s. 18 (*c*) of Act No. 19 of 2014.]

(2) The Minister may prescribe different fees in terms of subsection (1) for different categories of applicants or registrants, including but not limited to group registration and registration renewal fees based on the number of locations at or from which persons carry on registered activities in their own names as contemplated in section 40 (2) (*c*).

52. Certificate, validity and public notice of registration.-(1) Upon registering an applicant, the National Credit Regulator must-

(*a*) issue a prescribed certificate of registration to the applicant, and in the case of persons contemplated in section 40 (2) (*c*), a duplicate copy of the certificate of registration for each registered location at or from which that person conducts the registered activities;

(*b*) enter the registration in the register; and

(*c*) assign a unique registration number to that registrant.

(2) A registration certificate, or duplicate registration certificate issued in terms of this section must specify-

(*a*) the identity of the registrant;

(*b*) the activities that the registration permits the registrant to engage in, conduct or make available to the public; and (*c*) any other prescribed information.

(3) A valid certificate or duplicate certificate of registration, or a certified copy of it, is *prima facie* proof that the registrant is registered in terms of this Act.

(4) A registration-

(*a*) takes effect on the date on which the certificate or duplicate certificate of registration is issued; and

(*b*) remains in effect until-

(i) the registrant is deregistered;

(ii) the registration is cancelled in terms of this Act; or

(iii) it has lapsed on the last day upon which the prescribed renewal fee should have been paid in terms of section 51 (1) (*c*).

[Para. (*b*) substituted by s. 19 of Act No. 19 of 2014.]

Wording of Sections

(5) A registrant must

(*a*) post the certificate or duplicate registration certificate in any premises at or from which it conducts its registered activities;

(*b*) reflect its registered status and registration number, in a legible typeface, on all its credit agreements and communications with a consumer;

(*c*) comply with its conditions of registration and the provisions of this Act;

(*d*) pay the prescribed annual renewal fees within the prescribed time;

(*e*) keep any prescribed records relating to its registered activities, in the prescribed manner and form; and

(*f*) file any prescribed reports with the National Credit Regulator in the prescribed manner and form.

(6) In addition to the requirements of subsection (5), a registered credit bureau must submit to the National Credit Regulator an annual compliance report, certified by an independent auditor, addressing the following matters-

(*a*) Accuracy of data received and reported by it;

(*b*) incidence of complaints and complaint resolution;

(*c*) adequacy of procedures employed by it to ensure-

(i) the accuracy of data received and reported by it;

(ii) that confidentiality of data is maintained and all relevant legislation concerning the privacy and confidentiality of information is complied with; and

(iii) that complaints are resolved; and

(*d*) any other related or similar matters prescribed by regulation.

53. National record of registrations.-(1) The National Credit Regulator must establish and maintain a register in the prescribed form of all persons who have been registered-

(*a*) under this Act; or

(*b*) in terms of applicable provincial legislation, as reported by provincial credit regulators in terms of section 38,

including those whose registration has been altered or cancelled.

(2) The National Credit Regulator must make the information contemplated in subsection (1) available to a provincial credit regulator, upon request.

(3) The National Credit Regulator must-

(*a*) permit any person to inspect the register established in terms of subsection (1), during normal business hours, and upon payment of the prescribed fee;

(*b*) publish and maintain the register on a website; and

(*c*) provide a print copy of the register, or an extract from it, at any time to a person requesting it, upon payment of the prescribed fee.

(4) Any person may-

(*a*) inspect a copy of a registration certificate issued in terms of this Act; and (*b*) obtain a copy of it, upon payment of the prescribed fee.

Part B
Compliance procedures and cancellation of registration

54. Restricted activities by unregistered persons.-(1) Subject to subsection (2), the National Credit Regulator may issue a notice in the prescribed form to any person who, or association of persons, that-

(*a*) is engaging in an activity that, in terms of this Act, requires registration, or offering to engage in such an activity, or holding themselves out as authorised to engage in such an activity; and

(*b*) is not registered in terms of this Act to engage in that activity,

requiring that person or association to stop engaging in, offering to engage in or holding themselves out as authorised to engage in, that activity.

(2) Before issuing a notice in terms of subsection (1) to a regulated financial institution, the National Credit Regulator must consult with the regulatory authority that issued a licence to that regulated financial institution.

(3) A notice contemplated in subsection (1) must set out-

(*a*) the name of the person or association to whom the notice applies;

(*b*) details of the nature and extent of the activity concerned;

(*c*) the date from which the unregistered person must discontinue engaging in that activity;

(*d*) the basis of the opinion that the person engaging in that activity is required to be registered; and

(*e*) any penalty that may be imposed in terms of this Act if the person fails to discontinue that activity.

(4) Subject to section 59, a notice issued in terms of this section remains in force until-

(*a*) a registration certificate is issued to the person to whom the notice was issued; or

(*b*) the notice is set aside by the Tribunal, or a court upon an appeal or review of a Tribunal decision concerning the notice.

(5) Failure to comply with a notice issued in terms of this section is an offence.

55. Compliance notices.-(1) Subject to subsection (2), the National Credit Regulator may issue a compliance notice in the prescribed form to-

(*a*) a person or association of persons whom the National Credit Regulator on reasonable grounds believes-

(i) has failed to comply with a provision of this Act; or

(ii) is engaging in an activity in a manner that is inconsistent with this Act; or

(*b*) a registrant whom the National Credit Regulator believes has failed to comply with a condition of its registration.

(2) Before issuing a notice in terms of subsection (1) *(a)* to a regulated financial institution, the National Credit Regulator must consult with the regulatory authority that issued a licence to that regulated financial institution.

(3) A compliance notice contemplated in subsection (1) must set out-

(*a*) the person or association to whom the notice applies;

(*b*) the provision, or condition, that has not been complied with;

(*c*) details of the nature and extent of the non-compliance;

(*d*) any steps that are required to be taken and the period within which those steps must be taken; and

(*e*) any penalty that may be imposed in terms of this Act if those steps are not taken.

(4) Subject to section 59, a compliance notice issued in terms of this section remains in force until-

(*a*) it is set aside by the Tribunal, or a court upon an appeal or review of a Tribunal decision concerning the notice; or

(*b*) the National Credit Regulator issues a compliance certificate contemplated in subsection (5).

(5) If the requirements of a compliance notice issued in terms of subsection (1) have been satisfied, the National Credit Regulator must issue a compliance certificate.

(6) If a person fails to comply with a compliance notice as contemplated in this section without raising an objection in terms of section 56, the National Credit Regulator may refer the matter-

(*a*) to the National Prosecuting Authority, if the failure to comply constitutes an offence in terms of this Act; or

(*b*) otherwise, to the Tribunal for an appropriate order.

56. Objection to notices.-(1) Any person issued with a notice in terms of section 54 or 55 may apply to the Tribunal in the prescribed manner and form to review the notice within-

(*a*) 15 business days after receiving that notice; or

(*b*) such longer period as may be allowed by the Tribunal on good cause shown.

(2) After considering any representations by the applicant and any other relevant information, the Tribunal may confirm, modify or cancel all or part of a notice.

(3) If the Tribunal confirms or modifies all or part of a notice, the applicant must comply with that notice as confirmed or modified, within the time period specified in it.

57. Cancellation of registration.-(1) Subject to subsection (2), a registration in terms of this Act may be cancelled by the Tribunal on request by the National Credit Regulator, if the registrant repeatedly-

(*a*) fails to comply with any condition of its registration;

(*b*) fails to meet a commitment contemplated in section 48 (1); or

(*c*) contravenes this Act.

(2) In any circumstance contemplated in subsection (1) concerning a registrant that is a regulated financial institution, the National Credit Regulator may-

(*a*) impose conditions on the registration of that person, consistent with its licence;

(*b*) refer the matter to the regulatory authority that licensed that regulated financial institution, with a request that the regulatory authority review that licence in the circumstances; or

(*c*) at the request, or with the consent, of the regulatory authority that licensed that regulated financial institution, request the Tribunal to cancel the registration.

(3) A regulatory authority to whom a matter is or may be referred in terms of subsection (2) (*b*)-

(*a*) must conduct a formal review of the registrant's licence;

(*b*) to the extent permitted by the legislation in terms of which the registrant is licensed, may suspend that licence pending the outcome of that review; and

(*c*) may request, or consent to, the National Credit Regulator filing a request with the Tribunal as contemplated in subsection (2) (*c*).

(4) The National Credit Regulator must attempt to reach an agreement as contemplated in section 17 (4) with any regulatory authority that issues licences to regulated financial institutions, to co-ordinate the procedures to be followed in taking any action in terms of subsections (2) and (3).

(5) If the Tribunal has cancelled a registration, the National Credit Regulator must notify the registrant in writing of-

(*a*) the cancellation;

(*b*) the reasons for the cancellation; and

(*c*) the date of cancellation.

(6) If a registration is cancelled in terms of this section or section 58, the National Credit Regulator must-

(*a*) cancel the registration certificate; and

(*b*) amend the register accordingly.

(7) A registration is cancelled as of-

(*a*) the date on which the Tribunal issues an order, or

(*b*) in the case of a cancellation in terms of section 58, the date specified by the registrant in the notice of voluntary cancellation.

(8) A registrant whose registration has been cancelled must not engage in any formerly registered activities after the date on which the cancellation takes effect.

(9) The obligations of-

(*a*) a registrant under this Act, or under any credit agreement in respect of which it is the credit provider, survive any suspension or cancellation of its registration; and

(*b*) a consumer under a credit agreement survive the cancellation of the credit provider's registration.

58. Voluntary cancellation of registration.-A registrant may cancel its registration by giving the National Credit Regulator written notice in the prescribed manner and form

(*a*) stating the registrant's intention to voluntarily cancel the registration; and

(*b*) specifying a date, at least five business days after the date of the notice, on which the cancellation is to take effect.

58A. Additional requirements for cancellations.-(1) A registrant who voluntarily requests that his or her registration be cancelled must-

(*a*) submit a notice in the prescribed manner and form, and an affidavit to the National Credit Regulator, stating-

(i) the registrant's intention to voluntarily cancel his or her registration;

(ii) reasons for such cancellation; and

(iii) the date on which the cancellation shall take effect;

(*b*) attach to the said notice proof that all the affected consumers, credit providers and all credit bureaux have been notified about the intended cancellation; and

(*c*) attach to the said notice the registration certificate issued to that registrant by the National Credit Regulator.

(2) A registrant whose registration has been cancelled in accordance with subsection (1) must, in the prescribed manner and form, submit an affidavit to the National Credit Regulator stating that the consumers referred to subsections (1) (*b*) have been transferred to another registrant chosen by the consumer.

(3) A credit provider who voluntarily requests that his or her registration be cancelled shall, in the prescribed manner and form, submit a cancellation notice to the National Credit Regulator accompanied by-

(*a*) the registration certificate that was issued to that credit provider; and

(*b*) an affidavit from the accounting officer, auditor or authority of such credit provider, confirming that the registered activities have ceased.

(4) The Minister may prescribe the procedure for the hand over and transfer of records of consumers where the registrant ceases to operate for any reason, including cancellation of registration, lapsing of registration, death or incapacity.

[S. 58A inserted by s. 20 of Act No. 19 of 2014.]

59. Review or appeal of decisions.-(1) A person affected by a decision of the National Credit Regulator under this Chapter may apply to the Tribunal to review that decision, and the Tribunal may make an order confirming or setting aside the decision in whole or in part.

(2) An order contemplated in subsection (1) may include an order setting aside any condition attached to a registration if the Tribunal is not satisfied that the condition is reasonable and justifiable, having regard to the objects and purposes of this Act, the circumstances of the application or review, as the case may be, and the provisions of section 48.

(3) A decision by the Tribunal in terms of this section is subject to appeal to, or review by, the High Court to the extent permitted by section 148.

CHAPTER 4
CONSUMER CREDIT POLICY

Part A
Consumer rights

60. Right to apply for credit.-(1) Every adult natural person, and every juristic person or association of persons, has a right to apply to a credit provider for credit.

(2) Subject to sections 61 and 66, a credit provider has a right to refuse to enter into a credit agreement with any prospective consumer on reasonable commercial grounds that are consistent with its customary risk management and underwriting practices.

(3) Subject to sections 61 and 92 (3), nothing in this Act establishes a right of any person to require a credit provider to enter into a credit agreement with that person.

(Date of commencement of s. 60: 1 June, 2007.)

61. Protection against discrimination in respect of credit.-(1) Relative to the treatment of any other consumer or prospective consumer, a credit provider must not unfairly discriminate directly or indirectly against any natural person, juristic person or association of persons on one or more grounds set out in section 9 (3) of the Constitution, or one or more grounds set out in Chapter 2 of the Promotion of Equality and Prevention of Unfair Discrimination Act, when-

(*a*) assessing the ability of the person to meet the obligations of a proposed credit agreement;

(*b*) deciding whether to refuse an application to enter into a credit agreement, or to offer or enter into a credit agreement;

(*c*) determining any aspect of the cost of a credit agreement to the consumer;

(*d*) proposing or agreeing the terms and conditions of a credit agreement;

(*e*) assessing or requiring compliance by the person with the terms of a credit agreement;

(*f*) exercising any right of the credit provider under a credit agreement, this Act or applicable provincial legislation;

(*g*) determining whether to continue, enforce, seek judgment in respect of, or terminate a credit agreement; or

(*h*) determining whether to report, or reporting, any credit information or record.

(2) Subsection (1), read with the changes required by the context, applies equally to-

(*a*) a credit bureau, when offering its services to the public, and when accepting, compiling, analysing, modifying or reporting any credit information or record;

(*b*) the ombud with jurisdiction or alternative dispute resolution agent, when offering or holding out the ability to resolve a dispute or assist in the resolution of a dispute between a credit provider and a consumer in terms of this Act, or in accepting or refusing a referral of such a matter, or in delivering any such service to credit providers and consumers;

(*c*) a debt counsellor when offering or holding out the ability to serve as a debt counsellor in terms of this Act, or in accepting or refusing a referral of such a matter, or in delivering any such service to consumers; and

(*d*) an employer or trade union, when acting in terms of section 75 (3) or (4).

(3) Subsections (1) and (2) apply in respect of a consumer or prospective consumer that is an association or juristic person to prohibit unfair discrimination against that association or juristic person based on the characteristics of any natural person who is a member, associate, owner, manager, employee, client or customer of that association or juristic person.

(4) It is not discrimination on the basis of age to-

(*a*) refuse to receive or consider an application for credit from an unemancipated minor; or

(*b*) refuse to offer an unlawful credit agreement to, or enter into an unlawful credit agreement with, an unemancipated minor.

(5) A credit provider may determine for itself any scoring or other evaluative mechanism or model to be used in managing, underwriting and pricing credit risk, provided that any such mechanism or model is not founded or structured upon a statistical or other analysis in which the basis of risk categorisation, differentiation or assessment is a ground of unfair discrimination prohibited in section 9 (3) of the Constitution.

(6) In respect of an alleged contravention of this section, any person contemplated in section 20 (1) of the Promotion of Equality and Prevention of Unfair Discrimination Act, may either-

(*a*) institute proceedings before an equality court, in terms of Chapter 4 of the Promotion of Equality and Prevention of Unfair Discrimination Act; or

(*b*) make a complaint to the National Credit Regulator in terms of section 136, which must refer the complaint to the equality court, if the complaint appears to be valid.

(7) A court may draw an inference that a credit provider has discriminated unfairly against a consumer or prospective consumer if that credit provider-

(*a*) knew or reasonably could have known that the consumer or prospective consumer, or a natural person contemplated in subsection (3), was a historically disadvantaged person;

(*b*) has made a decision contemplated in section 62 (1) (*a*) through (*d*), with respect to that consumer or prospective consumer; and

(*c*) has refused, or failed without reasonable cause, to respond to a request made in terms of section 62 in respect of that decision.

(Date of commencement of s. 61: 1 June, 2007.)

62. Right to reasons for credit being refused.-(1) On request from a consumer, a credit provider must advise that consumer in writing of the dominant reason for-

(*a*) refusing to enter into a credit agreement with that consumer;

(*b*) offering that consumer a lower credit limit under a credit facility than applied for by the consumer, or reducing the credit limit under an existing credit facility;

(*c*) refusing a request from the consumer to increase a credit limit under an existing credit facility; or

(*d*) refusing to renew an expiring credit card or similar renewable credit facility with that consumer.

(2) When responding to a request in terms of subsection (1), a credit provider who has based its decision on an adverse credit report received from a credit bureau must advise the consumer in writing of the name, address and other contact particulars of that credit bureau.

(3) On application by a credit provider, the Tribunal may make an order limiting the credit provider's obligation in terms of this section if the Tribunal is satisfied that the consumer's requests for information are frivolous or vexatious.

(Date of commencement of s. 62: 1 June, 2007.)

63. Right to information in official language.-(1) A consumer has a right to receive any document that is required in terms of this Act in an official language that the consumer reads or understands, to the extent that is reasonable having regard to usage, practicality, expense, regional circumstances and the balance of the needs and preferences of the population ordinarily served by the person required to deliver that document.

(2) If the producer of a document that is required to be delivered to a consumer in terms of this Act is, or is required to be, a registrant, that person must-

(*a*) make a submission to the National Credit Regulator proposing to make such documents available in at least two official languages; and

(*b*) offer each consumer an opportunity to choose an official language in which to receive any document, from among at least two official languages as determined in accordance with a proposal that has been approved by the National Credit Regulator.

(3) A proposal in terms of subsection (2) may propose-

(*a*) the same official languages for use throughout the Republic; or

(*b*) different official languages for use in different parts of the Republic.

(4) The National Credit Regulator must-

(*a*) consider each proposal in terms of subsection (2) having regard to usage, practicality, expense, regional circumstances and the balance of the needs and preferences of the population ordinarily served by the person making the proposal; and

(*b*) either-

(i) approve the proposal; or

(ii) require the person making the proposal to submit a fresh proposal, if the National Credit Regulator concludes that the proposal does not adequately provide for the maximum practicable enjoyment of the right set out in subsection (1).

(5) The person who made a proposal that is the subject of a decision of the National Credit Regulator in terms of subsection (4) (*b*) (*ii*) may apply to the Tribunal to review that decision, and the Tribunal may make an order confirming or setting aside the decision.

(6) If the producer of a document that is required to be delivered to a consumer in terms of this Act is not a registrant, and not required to register, that person must offer the consumer an opportunity to choose an official language in which to receive that document from among at least two official languages selected by the producer of the document, having regard to usage, practicality, expense, regional circumstances and the balance of the needs and preferences of the population ordinarily served by that person.

(7) The producer of a document that is required to be delivered to a consumer in terms of this Act must

provide each such document to the consumer in the official language chosen by the consumer in terms of this section.

(8) The Minister may prescribe at least two official languages to be used by the National Credit Regulator in any documents it is required to deliver in terms of this Act, for all or particular parts of the Republic, so as to give maximum effect to the right set out in subsection (1).

(Date of commencement of s. 63: 1 June, 2007.)

64. Right to information in plain and understandable language.-(1) The producer of a document that is required to be delivered to a consumer in terms of this Act must provide that document-

(*a*) in the prescribed form, if any, for that document; or

(*b*) in plain language, if no form has been prescribed for that document.

(2) For the purposes of this Act, a document is in plain language if it is reasonable to conclude that an ordinary consumer of the class of persons for whom the document is intended, with average literacy skills and minimal credit experience, could be expected to understand the content, significance, and import of the document without undue effort, having regard to-

(*a*) the context, comprehensiveness and consistency of the document;

(*b*) the organisation, form and style of the document;

(*c*) the vocabulary, usage and sentence structure of the text; and

(*d*) the use of any illustrations, examples, headings, or other aids to reading and understanding.

(3) The National Credit Regulator may publish guidelines for methods of assessing whether a document satisfies the requirements of subsection (1) (*b*).

(4) This section does not apply to a developmental credit agreement if-

(*a*) the National Credit Regulator has pre-approved the form of all documents to be used by the credit provider for such credit agreements in terms of this Act; and

(*b*) the credit provider has used only those pre-approved forms in dealing with the particular consumer.

(5) When pre-approving any form of documents as contemplated in subsection (4), the National Credit Regulator must balance the need for efficiency of the credit provider with the principles of subsection (1) (*b*).

(Date of commencement of s. 64: 1 June, 2007.)

65. Right to receive documents.-(1) Every document that is required to be delivered to a consumer in terms of this Act must be delivered in the prescribed manner, if any.

(2) If no method has been prescribed for the delivery of a particular document to a consumer, the person required to deliver that document must

(*a*) make the document available to the consumer through one or more of the following mechanisms-

(i) in person at the business premises of the credit provider, or at any other location designated by the consumer but at the consumer's expense, or by ordinary mail;

(ii) by fax;

(iii) by email; or

(iv) by printable web-page; and

(*b*) deliver it to the consumer in the manner chosen by the consumer from the options made available in terms of paragraph (*a*).

(3) A credit provider must not charge a fee for the original copy of any document required to be delivered to a consumer in terms of this Act.

(4) On written request from the consumer the credit provider must provide the consumer with-

(*a*) a single replacement copy of a document required in terms of this Act, without charge to the consumer, at any time within a year after the date for original delivery of that document; and

(*b*) any other replacement copy, subject to any search and production fees permitted by regulation.

(5) On application by a credit provider, the Tribunal may make an order limiting the credit provider's obligation in terms of subsection (4) if the Tribunal is satisfied that the consumer' s requests for information are frivolous or vexatious.

(6) Subsections (3), (4) and (5) do not apply to a developmental credit agreement if-

(a) the National Credit Regulator has pre-approved procedures to be followed by the credit provider in the delivery of documents with respect to such credit agreements in terms of this Act; and

(b) the credit provider has complied with those pre-approved procedures in dealing with the particular consumer.

(7) When pre-approving any procedure as contemplated in subsection (6), the National Credit Regulator must balance the need for efficiency of the credit provider with the principles of subsections (1) to (5).

(Date of commencement of s. 65: 1 June, 2007.)

66. Protection of consumer credit rights.-(1) A credit provider must not, in response to a consumer exercising, asserting or seeking to uphold any right set out in this Act or in a credit agreement-

(a) discriminate directly or indirectly against the consumer, compared to the credit provider's treatment of any other consumer who has not exercised, asserted or sought to uphold such a right;

(b) penalise the consumer;

(c) alter, or propose to alter, the terms or conditions of a credit agreement with the consumer, to the detriment of the consumer; or

(d) take any action to accelerate, enforce, suspend or terminate a credit agreement with the consumer.

(2) If a credit agreement, or any provision of such an agreement is, in terms of this Act, declared to be unlawful or is severed from the agreement, the credit provider who is a party to that agreement must not, in response to that decision-

(a) directly or indirectly penalise another party to that agreement when taking any action contemplated in section 61 (1);

(b) alter the terms or conditions of any other credit agreement with another party to the impugned agreement, except to the extent necessary to correct a similarly unlawful provision; or

(c) take any action to accelerate, enforce, suspend or terminate another credit agreement with another party to the impugned agreement.

(Date of commencement of s. 66: 1 June, 2007.)

Part B
Confidentiality, personal information and consumer credit records

67. Conflicting legislation.-In the case of an inconsistency between a provision of this Part read with any relevant definition in section 1, and a provision of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), the provisions of this Part and that Act apply concurrently, to the extent that the provisions of this Part are not excluded in terms of section 5 of that Act.

(Date of commencement of s. 67: 1 September, 2006.)

68. Right to confidential treatment.-(1) Any person who, in terms of this Act, receives, compiles, retains or reports any confidential information pertaining to a consumer or prospective consumer must protect the confidentiality of that information, and in particular, must-

(a) use that information only for a purpose permitted or required in terms of this Act, other national legislation or applicable provincial legislation; and

(b) report or release that information only to the consumer or prospective consumer, or to another person-

(i) to the extent permitted or required by this Act, other national legislation or applicable provincial legislation; or

(ii) as directed by-

(aa) the instructions of the consumer or prospective consumer; or

(bb) an order of a court or the Tribunal.

(2) Failure by a credit bureau to comply with a notice issued in terms of section 55, in relation to this section, is an offence.

(Date of commencement of s. 68: 1 September, 2006.)

69. National register of credit agreements.-(1) The Minister may require the National Credit Regulator to establish and maintain, in the prescribed manner and form, a single national register of outstanding credit agreements based on the information provided to it in terms of this section.

(2) Upon entering into or amending a credit agreement, other than a pawn transaction or an incidental credit agreement, the credit provider must report either directly to the national register established in terms of this section, or to a credit bureau, in the prescribed manner and form, and within the prescribed time the following information, subject to subsection (6)-

(*a*) The credit provider's name, principal business address, and registration number, if any;

(*b*) the name and address of the consumer;

(*c*) if the consumer is-

(i) a natural person, their identity number, or in the case of a person who is not a South African citizen and who does not have an identity number, their passport number; or

(ii) a juristic person, its registration number;

(*d*) if the agreement is a credit facility, the credit limit under that facility, and the expiry date of the agreement, if any; and

(*e*) if the agreement is a credit transaction or credit guarantee-

(i) the principal debt under the agreement;

(ii) the particulars of any previously existing credit agreement that was terminated or satisfied in connection with the making of the new agreement;

(iii) the amount and schedule of each payment due under the agreement; and

(iv) the date on which the consumer's obligations will be fully satisfied if the agreement is fully complied with.

(3) A credit provider must report the particulars of the termination or satisfaction of any credit agreement reported in terms of subsection (2), in the prescribed manner and form, either directly to the national register established in terms of this section, or to a credit bureau.

(4) If a person transfers to another person the rights of a credit provider under a credit agreement referred to in subsection (2)-

(*a*) the person who transfers those rights must report the particulars of that transfer, in the prescribed manner and form, to the national register established in terms of this section; and

(*b*) the person to whom those rights are transferred must satisfy any subsequent obligations of the credit provider under this section.

(5) A credit bureau must transmit to the national register established in terms of this section, in the prescribed manner and form, any information reported to it by a credit provider in terms of this section.

(6) The Minister may prescribe alternative requirements, in place of any of those set out in subsection (2), with respect to developmental credit agreements.

70. Credit bureau information.-(1) In this section, "consumer credit information" means information concerning-

(*a*) a person's credit history, including applications for credit, credit agreements to which the person is or has been a party, pattern of payment or default under any such credit agreements, debt re-arrangement in terms of this Act, incidence of enforcement actions with respect to any such credit agreement, the circumstances of termination of any such credit agreement, and related matters;

(*b*) a person's financial history, including the person's past and current income, assets and debts, and other matters within the scope of that person's financial means, prospects and obligations, as defined in section 78 (3), and related matters;

(*c*) a person's education, employment, career, professional or business history, including the circumstances of termination of any employment, career, professional or business relationship, and related matters; or

(*d*) a person's identity, including the person's name, date of birth, identity number, marital status and family relationships, past and current addresses and other contact details, and related matters.

(2) A registered credit bureau must-

(*a*) accept the filing of consumer credit information from any credit provider on payment of the credit bureau's filing fee, if any;

(*b*) accept without charge the filing of consumer credit information from the consumer concerned for the purpose of correcting or challenging information otherwise held by that credit bureau concerning that consumer;

(*c*) take reasonable steps to verify the accuracy of any consumer credit information reported to it;

(*d*) retain any consumer credit information reported to it for the prescribed period, irrespective of whether that information reflects positively or negatively on the consumer;

(*e*) maintain its records of consumer credit information in a manner that satisfies the prescribed standards;

(*f*) promptly expunge from its records any prescribed consumer credit information that, in terms of the regulations, is not permitted to be entered in its records or is required to be removed from its records;

(*g*) issue a report to any person who requires it for a prescribed purpose or a purpose contemplated in this Act, upon payment of the credit bureau's fee except where the Act explicitly provides that no fee be charged;

(*h*) not draw a negative inference about, or issue a negative assessment of, a person's creditworthiness merely on the basis that the credit bureau has no consumer credit information concerning that person; and

(*i*) not knowingly or negligently provide a report to any person containing inaccurate information.

(3) In addition to-

(*a*) the consumer credit information contemplated in subsection (2), a credit bureau may receive, compile and report only other prescribed information in respect of a consumer; and

(*b*) the sources of consumer credit information contemplated in subsection (2), a credit bureau may receive consumer credit information in respect of a consumer only from other prescribed persons.

(4) The Minister may prescribe-

(*a*) standards for the filing, retention and reporting of consumer credit information by credit bureaux, in addition to, or in furtherance of the requirements set out in this section; and

(*b*) maximum fees that may be charged to a consumer for accessing consumer credit information concerning that person.

(5) For the purpose of monitoring the consumer credit market to detect apparent patterns of reckless credit granting and over-indebtedness, researching the accessibility and use of credit by persons contemplated in section 13 (*a*), and otherwise exercising its mandate to research consumer credit issues and to investigate and enforce compliance with this Act, the National Credit Regulator may-

(*a*) require any credit bureau to provide periodic synoptic reports of aggregate consumer credit information in the prescribed manner and form to the National Credit Regulator, but any such report must not identify any particular consumer or relate a particular consumer to any information so reported; and

(*b*) make further reasonable requests for information from a credit bureau related to the information contemplated in paragraph (*a*); and

(*c*) analyse information provided to it under this section or section 69.

(6) Failure by a credit bureau to comply with a notice issued in terms of section 55, in relation to this section, is an offence.

(Date of commencement of s. 70: 1 September, 2006.)

71. Removal of record of debt adjustment or judgment.-(1) A consumer whose debts have been re-arranged in terms of Part D of this Chapter, must be issued with a clearance certificate by a debt counsellor within seven days after the consumer has-

(*a*) satisfied all the obligations under every credit agreement that was subject to that debt re-arrangement order or agreement, in accordance with that order or agreement; or

(*b*) demonstrated-

(i) financial ability to satisfy the future obligations in terms of the re-arrangement order or agreement under-

(*aa*) a mortgage agreement which secures a credit agreement for the purchase or improvement of immovable property; or

(*bb*) any other long term agreement as may be prescribed;

(ii) that there are no arrears on the re-arranged agreements contemplated in subparagraph (i); and

(iii) that all obligations under every credit agreement included in the re-arrangement order or agreement, other than those contemplated in subparagraph (i), have been settled in full.

[Sub-s. (1) substituted by s. 21 of Act No. 19 of 2014.]

Wording of Sections

(2) A debt counsellor must for the purposes of the demonstration envisaged in subsection (1) (*b*), apply such measures as may be prescribed.

[Sub-s. (2) substituted by s. 21 of Act No. 19 of 2014.]

Wording of Sections

(3) If a debt counsellor decides not to issue or fails to issue a clearance certificate as contemplated in subsection (1), the consumer may apply to the Tribunal to review that decision, and if the Tribunal is satisfied that the consumer is entitled to the certificate in terms of subsection (1), the Tribunal may order the debt counsellor to issue a clearance certificate to the consumer.

[Sub-s. (3) substituted by s. 21 of Act No. 19 of 2014.]

Wording of Sections

(4) (*a*) A debt counsellor must within seven days after the issuance of the clearance certificate, file a certified copy of that certificate, with the national register established in terms of section 69 of this Act and all registered credit bureaux.

(*b*) If the debt counsellor fails to file a certified copy of a clearance certificate as contemplated in subsection (1), a consumer may file a certified copy of such certificate with the National Credit Regulator and lodge a complaint against such debt counsellor with the National Credit Regulator.

[Sub-s. (4) substituted by s. 21 of Act No. 19 of 2014.]

Wording of Sections

(5) Upon receiving a copy of a clearance certificate, a credit bureau, or the national credit register, must expunge from its records-

(*a*) the fact that the consumer was subject to the relevant debt re-arrangement order or agreement;

(*b*) any information relating to any default by the consumer that may have-

(i) precipitated the debt re-arrangement; or

(ii) been considered in making the debt re-arrangement order or agreement; and

(*c*) any record that a particular credit agreement was subject to the relevant debt re-arrangement order or agreement.

(6) Upon receiving a copy of a court order rescinding any judgment, a credit bureau must expunge from its records all information relating to that judgment.

(7) Failure by a credit bureau to comply with a notice issued in terms of section 55, in relation to this section, is an offence.

(Date of commencement of s. 71: 1 June, 2007.)

71A. Automatic removal of adverse consumer credit information.-(1) The credit provider must submit to all registered credit bureaux within seven days after settlement by a consumer of any obligation under any credit agreement, information regarding such settlement where an obligation under such credit agreement was the subject of-

(*a*) an adverse classification of consumer behaviour;

(*b*) an adverse classification enforcement action against a consumer;

(*c*) an adverse listing recorded in the payment profile of the consumer; or

(*d*) a judgement debt.

(2) The credit bureau must remove any adverse listing contemplated in subsection (1) within seven days after receipt of such information from the credit provider.

(3) If the credit provider fails to submit information regarding a settlement as contemplated in subsection (1), a consumer may lodge a complaint against such credit provider with the National Credit Regulator.

(4) For the purposes of this section-

(*a*) **"adverse classification of consumer behaviour"** means classification relating to consumer behaviour and includes a classification such as "delinquent", "default", "slow paying", "absconded", or "not contactable"; and

(*b*) **"adverse classification of enforcement action"** means classification relating to enforcement action taken by the credit provider, including a classification such as "handed over for collection or recovery", "legal action", or "write-off".

[S. 71A inserted by s. 22 of Act No. 19 of 2014.]

72. Right to access and challenge credit records and information.-(1) Every person has a right to-

(*a*) be advised by a credit provider within the prescribed time before any prescribed adverse information concerning the person is reported by it to a credit bureau, and to receive a copy of that information upon request;

(*b*) inspect any credit bureau, or national credit register, file or information concerning that person-

(i) without charge-

(*aa*) as of right once within any period of twelve months;

(*bb*) if so ordered by a court or the Tribunal; and

(*cc*) once within a reasonable period after successfully challenging any information in terms of this section, for the purpose of verifying whether that information has been corrected; and

(ii) at any other time, upon payment of the inspection fee of the credit bureau or national credit register, if any;

(*c*) challenge the accuracy of any information concerning that person-

(i) that is the subject of a proposed report contemplated in paragraph (*a*); or

(ii) that is held by the credit bureau or national credit register, as the case may be,

and require the credit bureau or National Credit Regulator, as the case may be, to investigate the accuracy of any challenged information, without charge to the consumer; and

(*d*) be compensated by any person who reported incorrect information to a registered credit bureau or to the National Credit Register for the cost of correcting that information.

(2) A credit provider must not require or induce a prospective consumer to obtain or request a report from a credit bureau in connection with an application for credit or an assessment under section 81.

(3) If a person has challenged the accuracy of information proposed to be reported to a credit bureau or to the national credit register, or held by a credit bureau or the national credit register, the credit provider, credit bureau or national credit register, as the case may be, must take reasonable steps to seek evidence in support of the challenged information, and within the prescribed time after the filing of the challenge must-

(*a*) provide a copy of any such credible evidence to the person who filed the challenge, or

(*b*) remove the information, and all record of it, from its files, if it is unable to find credible evidence in support of the information,

subject to subsection (6).

(4) Within 20 business days after receiving a copy of evidence in terms of subsection (3) (*a*), the person who challenged the information held by a credit provider, credit bureau or national credit register may apply in the prescribed manner and form to the National Credit Regulator to investigate the disputed information as a complaint under section 136.

(5) A credit bureau or the National Credit Register may not report information that is challenged until the challenge has been resolved in terms of subsection (3) (*a*) or (*b*).

(6) On application by a credit provider, credit bureau or the National Credit Regulator, as the case may be, the Tribunal may make an order limiting the applicant's obligations to a consumer in terms of this section if the Tribunal is satisfied that the consumer's-

(*a*) particular request or requirement is frivolous, unfounded or wholly unreasonable; or

(*b*) history and pattern of such requests or requirements are frivolous or vexatious.

(7) Failure by a credit bureau to comply with a notice issued in terms of section 55, in relation to this section, is an offence.

(Date of commencement of s. 72: 1 September, 2006.)

73. Verification, review and removal of consumer credit information.-(1) The Minister may, at any time prescribe-

(*a*) the nature of, time-frame, form and manner in which consumer credit information held by credit bureaux must be reviewed, verified, corrected or removed;

(*a*A) the manner in which a registered auditor may confirm that the consumer credit information referred to in paragraph (*a*) has been reviewed, verified, corrected or removed; and

(*b*) the time frame and schedule for the exercise by consumers of their rights in terms of section 72 (1).

[Sub-s. (1) substituted by s. 23 of Act No. 19 of 2014.]

Wording of Sections

(2) When prescribing a matter contemplated in subsection (1), the Minister must-

(*a*) consider amongst other things-

(i) the predictive nature of such information; and

(ii) the socio-economic impact on consumers of the removal of such information; and

(*b*) engage in consultation with affected stakeholders.

(3) Any regulations to be made in terms of this section must be submitted to the relevant Parliamentary Committee for the necessary consultation prior to their promulgation.

Part C
Credit marketing practices

74. Negative option marketing and opting out requirements.-(1) A credit provider must not make an offer to enter into a credit agreement, or induce a person to enter into a credit agreement, on the basis that the agreement will automatically come into existence unless the consumer declines the offer.

(2) Subject to section 119 (4), a credit provider must not make an offer to increase the credit limit under a credit facility, or induce a person to accept such an increase, on the basis that the limit will automatically be increased unless the consumer declines the offer.

(3) A credit provider must not make a proposal to alter or amend a credit agreement, or induce a person to accept such an alteration or amendment, on the basis that the alteration or amendment will automatically take effect unless the consumer rejects the proposal, except to the extent contemplated in section 104, 116 (*a*), 118 (3) or 119 (4).

(4) A credit agreement purportedly entered into as a result of an offer or proposal contemplated in subsection (1), is an unlawful agreement and void to the extent provided for in section 89.

(5) A provision of a credit agreement purportedly entered into as a result of an offer or proposal contemplated in subsection (2) or (3) is an unlawful provision and void to the extent provided for in section 90.

(6) When entering into a credit agreement, the credit provider must present to the consumer a statement of the following options and afford the consumer an opportunity to select any of those options-

(*a*) To decline the option of pre-approved annual credit limit increases as provided for in section 119 (4), if the agreement is a credit facility; and

(*b*) 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 this Act; or

(iii) any mass distribution of email or sms messages.

(7) A credit provider-

(*a*) must maintain a register in the prescribed manner and form of all options selected by consumers in terms of subsection (6); and

(*b*) must not act in a manner contrary to an option selected by a consumer in terms of subsection (6).

(Date of commencement of s. 74: 1 June, 2007.)

75. Marketing and sales of credit at home or work.-(1) A credit provider must not harass a person in attempting to persuade that person to apply for credit or to enter into a credit agreement or related transaction.

(2) A credit provider must not enter into a credit agreement at a private dwelling except-

(*a*) during a visit pre-arranged by the consumer for that purpose;

(*b*) if a credit provider visited the private dwelling for the purpose of offering goods or services for sale, and incidentally offered to provide or arrange credit to finance the purchase of those goods or services; or

(*c*) if the credit agreement is of a prescribed category that is permitted to be entered into during a visit to a private dwelling.

(3) A credit provider must not visit a person's place of employment for the purpose of inducing the person to apply for or obtain credit, or enter into a credit agreement at such a place, except-

(*a*) to enter into a credit agreement with the employer; or

(*b*) if the visit results from-

(i) a formal arrangement between the credit provider, on the one hand, and the employer and any representative trade union or employee, on the other; or

(ii) a non-prompted invitation by the person being visited.

(4) An employer who, or representative trade union that, enters into an arrangement with a credit provider as contemplated in subsection (3) (*b*) (*i*) must not receive any fee, commission, payment, consideration or other monetary benefit in exchange for making that arrangement, or as a consequence of a credit agreement entered into during or as a result of that arrangement.

(5) Subsections (2) to (4) do not apply in respect of developmental credit agreements.

(Date of commencement of s. 75: 1 June, 2007.)

76. Advertising practices.-(1) This section does not apply to an advertisement-

(*a*) that does not make reference to a specific credit product or credit provider, and of which the dominant purpose is to promote-

(i) responsible credit practices; or

(ii) the use of credit generally;

(*b*) that generally promotes a specific credit provider, brand or type of credit agreement, but does not make specific reference to product price, cost or availability of credit; or

(*c*) by the seller of goods or services, or on the premises of such a person, if that notice or advertisement indicates only that the person is prepared to accept payment through a credit facility in respect of which another person is the credit provider.

(2) This section applies to the provider of credit that is being advertised, or the seller of any goods or services that are being advertised for purchase on credit.

(3) A person who is required to be registered as a credit provider, but who is not so registered, must not advertise the availability of credit, or of goods or services to be purchased on credit.

(4) An advertisement of the availability of credit, or of goods or services to be purchased on credit-

(*a*) must comply with this section;

(*b*) must contain any statement required by regulation;

(*c*) must not-

(i) advertise a form of credit that is unlawful;

(ii) be misleading, fraudulent or deceptive; or

(iii) contain any statement prohibited by regulation; and

(*d*) may contain a statement of comparative credit costs to the extent permitted by any applicable law or industry code of conduct, but any such statement must-

(i) show costs for each alternative being compared;

(ii) show rates of interest and all other costs of credit for each alternative;

(iii) be set out in the prescribed manner and form; and

(iv) be accompanied by the prescribed cautions or warnings concerning the use of such comparative statements.

(5) In any advertisement concerning the granting of credit, a credit provider must state or set out the interest rate and other credit costs in the prescribed manner and form.

(6) This section does not apply to developmental credit agreements if-

(*a*) the National Credit Regulator has pre-approved a form of advertising to be used by the credit provider concerned; and

(*b*) the credit provider has used only that pre-approved form of advertising in advertising or promoting goods, services or credit to the particular consumer.

(7) When pre-approving any form of advertising as contemplated in subsection (6), the National Credit Regulator must balance the need for efficiency of the credit provider with the principles of this section.

(Date of commencement of s. 76: 1 June, 2007.)

77. Required marketing information.-Any solicitation by or on behalf of a credit provider for the purpose of inducing a person to apply for or obtain credit must include a statement with the prescribed information for the particular type of solicitation.

(Date of commencement of s. 77: 1 June, 2007.)

Part D
Over-indebtedness and reckless credit

78. Application and interpretation of this Part.-(1) This Part does not apply to a credit agreement in respect of which the consumer is a juristic person.

(2) Sections 81 to 84, and any other provisions of this Part to the extent that they relate to reckless credit, do not apply to-

(*a*) a school loan or a student loan;

(*b*) an emergency loan;

(*c*) a public interest credit agreement;

(*d*) a pawn transaction;

(*e*) an incidental credit agreement; or

(*f*) a temporary increase in the credit limit under a credit facility, provided that any credit extended in terms of paragraph (*a*) to (*c*) is reported to the National Credit Register in the prescribed manner and form, and further provided that in respect of any credit extended in terms of paragraph (*b*), reasonable proof of the existence of the emergency as defined in section 1 is obtained and retained by the credit provider.

(3) In this Part, "financial means, prospects and obligations", with respect to a consumer or prospective consumer, includes

(*a*) income, or any right to receive income, regardless of the source, frequency or regularity of that income, other than income that the consumer or prospective consumer receives, has a right to receive, or holds in trust for another person;

(*b*) the financial means, prospects and obligations of any other adult person within the consumer's immediate family or household, to the extent that the consumer, or prospective consumer, and that other person customarily-

(i) share their respective financial means; and

(ii) mutually bear their respective financial obligations; and

(*c*) if the consumer has or had a commercial purpose for applying for or entering into a particular credit agreement, the reasonably estimated future revenue flow from that business purpose.

(Date of commencement of s. 78: 1 June, 2007.)

79. Over-indebtedness.-(1) A consumer is over-indebted if the preponderance of available information at the time a determination is made indicates that the particular consumer is or will be unable to satisfy in a timely manner all the obligations under all the credit agreements to which the consumer is a party, having regard to that consumer's-

(*a*) financial means, prospects and obligations; and

(*b*) probable propensity to satisfy in a timely manner all the obligations under all the credit agreements to which the consumer is a party, as indicated by the consumer's history of debt repayment.

(2) When a determination is to be made whether a consumer is over-indebted or not, the person making that determination must apply the criteria set out in subsection (1) as they exist at the time the determination is being made.

(3) When making a determination in terms of this section, the value of-

(*a*) any credit facility is the settlement value at that time under that credit facility; and

(*b*) any credit guarantee is-

(i) the settlement value of the credit agreement that it guarantees, if the guarantor has been called upon to honour that guarantee; or

(ii) the settlement value of the credit agreement that it guarantees, discounted by a prescribed factor.

(Date of commencement of s. 79: 1 June, 2007.)

80. Reckless credit.-(1) A credit agreement is reckless if, at the time that the agreement was made, or at the time when the amount approved in terms of the agreement is increased, other than an increase in terms of section 119 (4)-

(*a*) the credit provider failed to conduct an assessment as required by section 81 (2), irrespective of what the outcome of such an assessment might have concluded at the time; or

(*b*) the credit provider, having conducted an assessment as required by section 81 (2), entered into the credit agreement with the consumer despite the fact that the preponderance of information available to the credit provider indicated that-

(i) the consumer did not generally understand or appreciate the consumer's risks, costs or obligations under the proposed credit agreement; or

(ii) entering into that credit agreement would make the consumer over-indebted.

(2) When a determination is to be made whether a credit agreement is reckless or not, the person making that determination must apply the criteria set out in subsection (1) as they existed at the time the agreement was made, and without regard for the ability of the consumer to-

(*a*) meet the obligations under that credit agreement; or

(*b*) understand or appreciate the risks, costs and obligations under the proposed credit agreement,

at the time the determination is being made.

(3) When making a determination in terms of this section, the value of-

(*a*) any credit facility is the credit limit at that time under that credit facility;

(*b*) any pre-existing credit guarantee is-

(i) the settlement value of the credit agreement that it guarantees, if the guarantor has been called upon to honour that guarantee; or

(ii) the settlement value of the credit agreement that it guarantees, discounted by a prescribed factor; and

(*c*) any new credit guarantee is the settlement value of the credit agreement that it guarantees, discounted by a prescribed factor.

(Date of commencement of s. 80: 1 June, 2007.)

81. Prevention of reckless credit.-(1) When applying for a credit agreement, and while that application is being considered by the credit provider, the prospective consumer must fully and truthfully answer any requests for information made by the credit provider as part of the assessment required by this section.

(2) A credit provider must not enter into a credit agreement without first taking reasonable steps to assess-

(*a*) the proposed consumer's-

(i) general understanding and appreciation of the risks and costs of the proposed credit, and of the rights and obligations of a consumer under a credit agreement;

(ii) debt re-payment history as a consumer under credit agreements;

(iii) existing financial means, prospects and obligations; and

(*b*) whether there is a reasonable basis to conclude that any commercial purpose may prove to be successful, if the consumer has such a purpose for applying for that credit agreement.

(3) A credit provider must not enter into a reckless credit agreement with a prospective consumer.

(4) For all purposes of this Act, it is a complete defence to an allegation that a credit agreement is reckless if-

(*a*) the credit provider establishes that the consumer failed to fully and truthfully answer any requests for information made by the credit provider as part of the assessment required by this section; and

(*b*) a court or the Tribunal determines that the consumer's failure to do so materially affected the ability of the credit provider to make a proper assessment.

(Date of commencement of s. 81: 1 June, 2007.)

82. Assessment mechanisms and procedures.-(1) A credit provider may determine for itself the evaluative mechanisms or models and procedures to be used in meeting its assessment obligations under section 81, provided that any such mechanism, model or procedure results in a fair and objective assessment and must not be inconsistent with the affordability assessment regulations made by the Minister.

[Sub-s. (1) substituted by s. 24 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(2) The Minister must, on recommendation of the National Credit Regulator, make affordability assessment regulations.

[Sub-s. (2) substituted by s. 24 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(3) . . . . . .

[Sub-s. (3) deleted by s. 24 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(4) . . . . . .

[Sub-s. (4) deleted by s. 24 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(Date of commencement of s. 82: 1 June, 2007.)

83. Declaration of reckless credit agreement.-(1) Despite any provision of law or agreement to the contrary, in any court or Tribunal proceedings in which a credit agreement is being considered, the court or Tribunal, as the case may be, may declare that the credit agreement is reckless, as determined in accordance with this Part.

[Sub-s. (1) substituted by s. 25 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(2) If a court or Tribunal declares that a credit agreement is reckless in terms of section 80 (1) (*a*) or 80 (1) (*b*) (i), the court or Tribunal, as the case may be, may make an order-

(*a*) setting aside all or part of the consumer's rights and obligations under that agreement, as the court determines just and reasonable in the circumstances; or

(*b*) suspending the force and effect of that credit agreement in accordance with subsection (3) (*b*) (*i*).

[Sub-s. (2) amended by s. 25 (*c*) of Act No. 19 of 2014.]

Wording of Sections

(3) If a court or Tribunal, as the case may be, declares that a credit agreement is reckless in terms of section 80 (1) (*b*) (ii), the court or Tribunal, as the case may be-

(*a*) must further consider whether the consumer is over-indebted at the time of those proceedings; and

[Para. (*a*) substituted by s. 25 (*e*) of Act No. 19 of 2014.]

Wording of Sections

(*b*) if the court or Tribunal, as the case may be, concludes that the consumer is over-indebted, the said court or Tribunal may make an order-

(i) suspending the force and effect of that credit agreement until a date determined by the Court when making the order of suspension; and

(ii) restructuring the consumer's obligations under any other credit agreements, in accordance with section 87.

[Sub-s. (3) amended by s. 25 (*d*) of Act No. 19 of 2014. Para. (*b*) amended by s. 25 (*f*) of Act No. 19 of 2014.]

Wording of Sections

(4) Before making an order in terms of subsection (3), the court or Tribunal, as the case may be, must consider-

(*a*) the consumer's current means and ability to pay the consumer's current financial obligations that existed at the time the agreement was made; and

(*b*) the expected date when any such obligation under a credit agreement will be fully satisfied, assuming the consumer makes all required payments in accordance with any proposed order.

[S. 83 amended by s. 25 (*a*) of Act No. 19 of 2014. Sub-s. (4) amended by s. 25 (*g*) of Act No. 19 of 2014.]

Wording of Sections

(Date of commencement of s. 83: 1 June, 2007.)

84. Effect of suspension of credit agreement.-(1) During the period that the force and effect of a credit agreement is suspended in terms of this Act-

(*a*) the consumer is not required to make any payment required under the agreement;

(*b*) no interest, fee or other charge under the agreement may be charged to the consumer; and

(*c*) the credit provider's rights under the agreement, or under any law in respect of that agreement, are unenforceable, despite any law to the contrary.

(2) After a suspension of the force and effect of a credit agreement ends-

(*a*) all the respective rights and obligations of the credit provider and the consumer under that agreement-

(i) are revived; and

(ii) are fully enforceable except to the extent that a court may order otherwise; and

(*b*) for greater certainty, no amount may be charged to the consumer by the credit provider with respect to any interest, fee or other charge that were unable to be charged during the suspension in terms of subsection (1) (*b*).

(Date of commencement of s. 84: 1 June, 2007.)

85. Court may declare and relieve over-indebtedness.-Despite any provision of law or agreement to the contrary, in any court proceedings in which a credit agreement is being considered, if it is alleged that the consumer under a credit agreement is over-indebted, the court may

(*a*) refer the matter directly to a debt counsellor with a request that the debt counsellor evaluate the consumer's circumstances and make a recommendation to the court in terms of section 86 (7); or

(*b*) declare that the consumer is over-indebted, as determined in accordance with this Part, and make any order contemplated in section 87 to relieve the consumer's over-indebtedness.

(Date of commencement of s. 85: 1 June, 2007.)

86. Application for debt review.-(1) A consumer may apply to a debt counsellor in the prescribed manner and form to have the consumer declared over-indebted.

(2) An application in terms of this section may not be made in respect of, and does not apply to, a particular credit agreement if, at the time of that application, the credit provider under that credit agreement has proceeded to take the steps contemplated in section 130 to enforce that agreement.

[Sub-s. (2) substituted by s. 26 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(3) A debt counsellor-

(*a*) may require the consumer to pay an application fee, not exceeding the prescribed amount, before accepting an application in terms of subsection (1); and

(*b*) may not require or accept a fee from a credit provider in respect of an application in terms of this section.

(4) On receipt of an application in terms of subsection (1), a debt counsellor must-

(*a*) provide the consumer with proof of receipt of the application;

(*b*) notify, in the prescribed manner and form-

(i) all credit providers that are listed in the application; and

(ii) every registered credit bureau.

(5) A consumer who applies to a debt counsellor, and each credit provider contemplated in subsection (4) (*b*), must-

(*a*) comply with any reasonable requests by the debt counsellor to facilitate the evaluation of the consumer's state of indebtedness and the prospects for responsible debt re-arrangement; and

(*b*) participate in good faith in the review and in any negotiations designed to result in responsible debt re-arrangement.

(6) A debt counsellor who has accepted an application in terms of this section must determine, in the prescribed manner and within the prescribed time-

(*a*) whether the consumer appears to be over-indebted; and

(*b*) if the consumer seeks a declaration of reckless credit, whether any of the consumer's credit agreements appear to be reckless.

(7) If, as a result of an assessment conducted in terms of subsection (6), a debt counsellor reasonably concludes that-

(*a*) the consumer is not over-indebted, the debt counsellor must reject the application, even if the debt counsellor has concluded that a particular credit agreement was reckless at the time it was entered into;

(*b*) the consumer is not over-indebted, but is nevertheless experiencing, or likely to experience, difficulty satisfying all the consumer's obligations under credit agreements in a timely manner, the debt counsellor may recommend that the consumer and the respective credit providers voluntarily consider and agree on a plan of debt re-arrangement; or

(*c*) the consumer is over-indebted, the debt counsellor may issue a proposal recommending that the Magistrate's Court make either or both of the following orders-

(i) that one or more of the consumer's credit agreements be declared to be reckless credit, if the debt counsellor has concluded that those agreements appear to be reckless; and

(ii) that one or more of the consumer's obligations be re-arranged by-

(*aa*) extending the period of the agreement and reducing the amount of each payment due accordingly;

(*bb*) postponing during a specified period the dates on which payments are due under the agreement;

(*cc*) extending the period of the agreement and postponing during a specified period the dates on which payments are due under the agreement; or

(*dd*) recalculating the consumer's obligations because of contraventions of Part A or B of Chapter 5, or Part A of Chapter 6.

(8) If a debt counsellor makes a recommendation in terms of subsection (7) (*b*) and-

(*a*) the consumer and each credit provider concerned accept that proposal, the debt counsellor must record the proposal in the form of an order, and if it is consented to by the consumer and each credit provider concerned, file it as a consent order in terms of section 138; or

(*b*) if paragraph (*a*) does not apply, the debt counsellor must refer the matter to the Magistrate's Court with the recommendation.

(9) If a debt counsellor rejects an application as contemplated in subsection (7) (*a*), the consumer, with leave of the Magistrate's Court, may apply directly to the Magistrate's Court, in the prescribed manner and form, for an order contemplated in subsection (7) (*c*).

(10) (*a*) If a consumer is in default under a credit agreement that is being reviewed in terms of this section, the credit provider in respect of that credit agreement may, at any time at least 60 business days after the date on which the consumer applied for the debt review, give notice to terminate the review in the prescribed manner to-

(i) the consumer;

(ii) the debt counsellor; and

(iii) the National Credit Regulator; and

(*b*) No credit provider may terminate an application for debt review lodged in terms of this Act, if such application for review has already been filed in a court or in the Tribunal.

[Sub-s. (10) substituted by s. 26 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(11) If a credit provider who has given notice to terminate a review as contemplated in subsection (10) proceeds to enforce that agreement in terms of Part C of Chapter 6, the court hearing the matter may order that the debt review resume on any conditions the court considers to be just in the circumstances.

[Sub-s. (11) substituted by s. 26 (*b*) of Act No. 19 of 2014.]

(Date of commencement of s. 86: 1 June, 2007.)

87. Magistrate's Court may re-arrange consumer's obligations.-(1) If a debt counsellor makes a proposal to the Magistrate's Court in terms of section 86 (8) (*b*), or a consumer applies to the Magistrate's Court in terms of section 86 (9), the Magistrate's Court must conduct a hearing and, having regard to the proposal and information before it and the consumer's financial means, prospects and obligations, may-

(*a*) reject the recommendation or application as the case may be; or

(*b*) make-

(i) an order declaring any credit agreement to be reckless, and an order contemplated in section 83 (2) or (3), if the Magistrate's Court concludes that the agreement is reckless;

(ii) an order re-arranging the consumer's obligations in any manner contemplated in section 86 (7) (*c*) (ii); or

(iii) both orders contemplated in subparagraph (i) and (ii).

(2) The National Credit Regulator may not intervene before the Magistrate's Court in a matter referred to it in terms of this section.

(Date of commencement of s. 87: 1 June, 2007.)

88. Effect of debt review or re-arrangement order or agreement.-(1) A consumer who has filed an application in terms of section 86 (1), or who has alleged in court that the consumer is over-indebted, must not incur any further charges under a credit facility or enter into any further credit agreement, other than a consolidation agreement, with any credit provider until one of the following events has occurred-

(*a*) The debt counsellor rejects the application and the prescribed time period for direct filing in terms of section 86 (9) has expired without the consumer having so applied;

(*b*) the court has determined that the consumer is not over-indebted, or has rejected a debt counsellor's proposal or the consumer's application; or

(*c*) a court having made an order or the consumer and credit providers having made an agreement re-arranging the consumer's obligations, all the consumer's obligations under the credit agreements as re-arranged are fulfilled, unless the consumer fulfilled the obligations by way of a consolidation agreement.

(2) If a consumer fulfils obligations by way of a consolidation agreement as contemplated in subsection 1 (*c*), or this subsection, the effect of subsection (1) continues until the consumer fulfils all the obligations under the consolidation agreement, unless the consumer again fulfilled the obligations by way of a consolidation agreement.

(3) Subject to section 86 (9) and (10), a credit provider who receives notice of court proceedings contemplated in section 83 or 85, or notice in terms of section 86 (4) (*b*) (i), may not exercise or enforce by litigation or other judicial process any right or security under that credit agreement until-

(*a*) the consumer is in default under the credit agreement; and

(*b*) one of the following has occurred-

(i) An event contemplated in subsection (1) (*a*) through (*c*); or

(ii) the consumer defaults on any obligation in terms of a re-arrangement agreed between the consumer and credit providers, or ordered by a court or the Tribunal.

(4) If a credit provider enters into a credit agreement, other than a consolidation agreement contemplated in this section, with a consumer who has applied for a debt re-arrangement and that re-arrangement still subsists, all or part of that new credit agreement may be declared to be reckless credit, whether or not the circumstances set out in section 80 apply.

(5) If a consumer applies for or enters into a credit agreement contrary to this section, the provisions of this Part will never apply to that agreement.

(Date of commencement of s. 88: 1 June, 2007.)

CHAPTER 5
CONSUMER CREDIT AGREEMENTS

Part A
Unlawful agreements and provisions

89. Unlawful credit agreements.-(1) This section does not apply to a pawn transaction.

(2) Subject to subsections (3) and (4), a credit agreement is unlawful if-

(*a*) at the time the agreement was made the consumer was an unemancipated minor unassisted by a guardian, or was subject to-

(i) an order of a competent court holding that person to be mentally unfit; or

(ii) an administration order referred to in section 74 (1) of the Magistrates' Courts Act, and the administrator concerned did not consent to the agreement,

and the credit provider knew, or could reasonably have determined, that the consumer was the subject of such an order;

(*b*) the agreement results from an offer prohibited in terms of section 74 (1);

(*c*) it is a supplementary agreement or document prohibited by section 91 (*a*);

(*d*) at the time the agreement was made, the credit provider was unregistered and this Act requires that credit provider to be registered; or

(*e*) the credit provider was subject to a notice by the National Credit Regulator or a provincial credit regulator requiring the credit provider-

(i) to stop offering, making available or extending credit under any credit agreement, or agreeing to do any of those things; or

(ii) to stop offering, making available or extending credit under the particular form of credit agreement used by the credit provider,

whether or not this Act requires that credit provider to be registered, and no further appeal or review is available in respect of that notice.

(3) Subsection (2) (*a*) does not apply to a credit agreement if the consumer, or any person acting on behalf of the consumer, directly or indirectly, by an act or omission-

(*a*) induced the credit provider to believe that the consumer had the legal capacity to contract; or

(*b*) attempted to obscure or suppress the fact that the consumer was subject to an order contemplated in that paragraph.

(4) Subsection (2) (*d*) does not apply to a credit provider if-

(*a*) at the time the credit agreement was made, or within 30 days after that time, the credit provider had applied for registration in terms of section 40, and was awaiting a determination of that application; or

(*b*) at the time the credit agreement was made, the credit provider held a valid clearance certificate issued by the National Credit Regulator in terms of section 42 (3) (*b*).

(5) If a credit agreement is unlawful in terms of this section, despite any other legislation or any provision of an agreement to the contrary, a court must make a just and equitable order including but not limited to an order that-

(*a*) the credit agreement is void as from the date the agreement was entered into;

(*b*) . . . . . .

[Para. (*b*) deleted by s. 27 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(*c*) . . . . . .

[Sub-s. (5) amended by s. 27 (*a*) of Act No. 19 of 2014. Para. (*c*) deleted by s. 27 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(Date of commencement of s. 89: 1 June, 2007.)

90. Unlawful provisions of credit agreement.-(1) A credit agreement must not contain an unlawful provision.

(2) A provision of a credit agreement is unlawful if-

(*a*) its general purpose or effect is to-

(i) defeat the purposes or policies of this Act;

(ii) deceive the consumer; or

(iii) subject the consumer to fraudulent conduct;

(*b*) it directly or indirectly purports to-

(i) waive or deprive a consumer of a right set out in this Act;

(ii) avoid a credit provider's obligation or duty in terms of this Act;

(iii) set aside or override the effect of any provision of this Act;

(iv) authorise the credit provider to

(*aa*) do anything that is unlawful in terms of this Act; or

(*bb*) fail to do anything that is required in terms of this Act;

(*c*) it purports to waive any common law rights that-

(i) may be applicable to the credit agreement; and

(ii) have been prescribed in terms of subsection (5);

(*d*) the provision results from an offer prohibited in terms of section 74 (2) or (3);

(*e*) it purports to make the agreement subject to a supplementary agreement prohibited by section 91 (*a*);

(*f*) it requires the consumer to enter into a supplementary agreement, or sign a document, prohibited by section 91 (*a*); or

(*g*) it purports to exempt the credit provider from liability, or limit such liability, for-

(i) any act, omission or representation by a person acting on behalf of the credit provider; or

(ii) any guarantee or warranty that would, in the absence of such a provision, be implied in a credit agreement;

(*h*) it expresses an acknowledgement by the consumer that-

(i) before the agreement was made, no representations or warranties were made in connection with the agreement by the credit provider or a person on behalf of the credit provider; or

(ii) the consumer has received goods or services, or a document that is required by this Act to be delivered to the consumer, which have or has not in fact been delivered or rendered to the consumer;

(*i*) it expresses an agreement by the consumer to forfeit any money to the credit provider if the consumer-

(i) exercises the right of rescission in terms of section 121, except to the extent contemplated in section 121 (3) (*b*); or

(ii) fails to comply with a provision of the agreement before the consumer receives any goods or services in terms of the agreement;

(*j*) it purports to appoint the credit provider, or any employee or agent of the credit provider, as an agent of the consumer for any purpose other than those contemplated in section 102 or deems such an appointment to have been made;

(*k*) it expresses, on behalf of the consumer-

(i) an authorisation for any person acting on behalf of the credit provider to enter any premises for the purposes of taking possession of goods to which the credit agreement relates; or

(ii) a grant of a power of attorney in advance to the credit provider in respect of any matter related to the granting of credit in terms of this Act;

(iii) an undertaking to sign in advance any documentation relating to enforcement of the agreement, irrespective of whether such documentation is complete or incomplete at the time it is signed;

(iv) a consent to a pre-determined value of costs relating to enforcement of the agreement except to the extent that is consistent with Chapter 6;

(v) a limitation of the credit provider's liability for an action contemplated in subparagraph (iv); or

(vi) a consent to the jurisdiction of-

(*aa*) the High Court, if the magistrates' court has concurrent jurisdiction; or

(*bb*) any court seated outside the area of jurisdiction of a court having concurrent jurisdiction and in which the consumer resides or works or where the goods in question (if any) are ordinarily kept;

(*l*) it expresses an agreement by the consumer to-

(i) deposit with the credit provider, or with any other person at the direction of the credit provider, an identity document, credit or debit card, bank account or automatic teller machine access card, or any similar identifying document or device; or

(ii) provide a personal identification code or number to be used to access an account;

(*m*) it purports to direct or authorise any person engaged in processing payments to give priority to payments for the credit provider over any other credit provider;

(*n*) it purports to authorise or permit the credit provider to satisfy an obligation of the consumer by making a charge against an asset, account, or amount deposited by or for the benefit of the consumer and held by the credit provider or a third party, except by way of a standing debt arrangement, or to the extent permitted by section 124; or

(*o*) it states or implies that the rate of interest is variable, except to the extent permitted by section

103 (4).

(3) In any credit agreement, a provision that is unlawful in terms of this section is void as from the date that the provision purported to take effect.

(4) In any matter before it respecting a credit agreement that contains a provision contemplated in subsection (2), the court must-

(*a*) sever that unlawful provision from the agreement, or alter it to the extent required to render it lawful, if it is reasonable to do so having regard to the agreement as a whole; or

(*b*) declare the entire agreement unlawful as from the date that the agreement, or amended agreement, took effect,

and make any further order that is just and reasonable in the circumstances to give effect to the principles of section 89 (5) with respect to that unlawful provision, or entire agreement, as the case may be.

(5) The Minister may prescribe particular common law rights that may not be waived in a credit agreement on the grounds that the waiver of those rights would be inconsistent with the purposes of this Act as set out in section 3.

(Date of commencement of s. 90: 1 June, 2007.)

91. Prohibition of unlawful provisions in credit agreements and supplementary agreements.-(1) A credit provider must not directly or indirectly, by false pretences or with the intent to defraud, offer, require or induce a consumer to enter into or sign a credit agreement that contains an unlawful provision as contemplated in section 90.

(2) A credit provider must not directly or indirectly require or induce a consumer to enter into a supplementary agreement or sign any document, that contains a provision that would be unlawful if it were included in a credit agreement.

Wording of Sections

(Date of commencement of s. 91: 1 June, 2007.)

Part B
Disclosure, form and effect of credit agreements

92. Pre-agreement disclosure.-(1) A credit provider must not enter into a small credit agreement unless the credit provider has given the consumer a pre-agreement statement and quotation in the prescribed form.

(2) A credit provider must not enter into an intermediate or large credit agreement unless the credit provider has given the consumer-

(*a*) a pre-agreement statement-

(i) in the form of the proposed agreement; or

(ii) in another form addressing all matters required in terms of section 93; and

(*b*) a quotation in the prescribed form, setting out the principal debt, the proposed distribution of that amount, the interest rate and other credit costs, the total cost of the proposed agreement, and the basis of any costs that may be assessed under section 121 (3) if the consumer rescinds the contract.

(3) Subject only to subsection (4), sections 81 and 101 (1) (*d*) (ii), for a period of five business days after the date on which a quotation is presented in terms of subsection (2) (*b*)-

(*a*) with respect to a small agreement, the credit provider must, at the request of the consumer, enter into the contemplated credit agreement at or below the interest rate or credit cost quoted, subject only to sections 81 and 101 (1) (*d*) (ii);

(*b*) with respect to an intermediate or large agreement, the credit provider must, at the request of the consumer, enter into the contemplated credit agreement at an interest rate or credit cost that-

(i) is at or below the interest rate or credit cost quoted; or

(ii) is higher than the interest rate or credit cost quoted by a margin no greater than the difference between the respective prevailing bank rates on the date of the quote, and the date the agreement is made.

(4) If credit is extended for the purchase of an item with limited availability, the credit provider may state that the quotation provided in terms of this section is subject to the continued availability of the item during the period contemplated in subsection (3).

(5) The Minister may prescribe different forms to be used in terms of this section in respect of-

(*a*) developmental credit agreements; and (*b*) other credit agreements.

(6) A statement that is required by this section to be delivered to a consumer may be transmitted to the consumer in a paper form, or in a printable electronic form.

(7) This section does not apply to any offer, proposal, pre-approval statement or similar arrangement in terms of which a credit provider merely indicates to a prospective consumer a willingness to consider an application to enter into a hypothetical future credit agreement generally or up to a specified maximum value.

(Date of commencement of s. 92: 1 June, 2007.)

93. Form of credit agreements.-(1) The credit provider must deliver to the consumer, without charge, a copy of a document that records their credit agreement, transmitted to the consumer in a paper form, or in a printable electronic form.

(2) A document that records a small credit agreement must be in the prescribed form.

(3) A document that records an intermediate or large agreement-

(*a*) must be in the prescribed form, if any, for the category or type of credit agreement concerned; or

(*b*) if there is no applicable prescribed form, may be in any form that-

(i) is determined by the credit provider; and

(ii) complies with any prescribed requirements for the category or type of credit agreement concerned.

(4) The National Credit Regulator may publish guidelines for methods of assessing whether a statement satisfies any prescribed requirements contemplated in subsection (3).

(5) The Minister may prescribe different forms to be used in terms of subsection (2) in respect of-

(*a*) developmental credit agreements; and

(*b*) other credit agreements.

(Date of commencement of s. 93: 1 June, 2007.)

94. Liability for lost or stolen cards or other identification devices.-(1) If a credit facility provides for access to that facility by use of a card, personal identification code or number or similar identification device, the document that records that credit agreement must set out a contact telephone number at which the consumer may report the loss or theft of that card, personal identification code or number or other device.

(2) A credit provider must not impose a liability on a consumer for any use of a credit facility after the time that the consumer has reported the loss or theft of the associated card, personal identification code or number or similar device, unless-

(*a*) the consumer's signature appears on the voucher, sales slip, or similar record evidencing that particular use of the credit facility; or

(*b*) the credit provider has other evidence sufficient to establish that the consumer authorised or was responsible for that particular use of the credit facility.

(Date of commencement of s. 94: 1 June, 2007.)

95. Changes, deferrals and waivers.-The provision of credit as a result of a change to an existing credit agreement, or a deferral or waiver of an amount under an existing credit agreement, is not to be treated as creating a new credit agreement for the purposes of this Act if the change, deferral or waiver is made in accordance with this Act or the agreement.

(Date of commencement of s. 95: 1 June, 2007.)

96. Address for notice.-(1) Whenever a party to a credit agreement is required or wishes to give legal notice to the other party for any purpose contemplated in the agreement, this Act or any other law, the party giving notice must deliver that notice to the other party at-

(*a*) the address of that other party as set out in the agreement, unless paragraph (*b*) applies; or

(*b*) the address most recently provided by the recipient in accordance with subsection (2).

(2) A party to a credit agreement may change their address by delivering to the other party a written notice of the new address by hand, registered mail, or electronic mail, if that other party has provided an email address.

(Date of commencement of s. 96: 1 June, 2007.)

97. Consumer must disclose location of goods.-(1) This section applies to a credit agreement if

(*a*) it concerns any goods, and the consumer at any time during the agreement has or had possession of those goods; and

(*b*) in terms of that agreement-

(i) the title to those goods has not passed to the consumer; or

(ii) the credit provider has a right to take possession of the goods irrespective of whether they are owned by the consumer or another person.

(2) Until the termination of an agreement to which this section applies, the consumer must inform the credit provider, in the prescribed time, manner and form, of any change concerning-

(*a*) the consumer' s residential or business address;

(*b*) the address of the premises in which any goods that are subject to the agreement are ordinarily kept; and

(*c*) the name and address of any other person to whom possession of the goods has been transferred.

(3) On request by the credit provider, a deputy sheriff or messenger of the court, the consumer must inform that person, in the prescribed manner and form, of the address of the premises where the goods are ordinarily kept and the name and address of the landlord, if any, of those premises.

(4) If at the time of a request under subsection (3) the consumer is no longer in possession of the goods that are subject to the agreement, the consumer must provide the name and address of the person to whom possession of those goods has been transferred.

(5) A consumer who knowingly-

(*a*) provides false or misleading information to a credit provider, deputy sheriff or messenger of the court under this section; or

(*b*) acts in a manner contrary to this section with intent to frustrate or impede a credit provider exercising rights under this Act or a credit agreement,

is guilty of an offence.

(Date of commencement of s. 97: 1 June, 2007.)

98. Agreement attaches to substituted goods.-If, after delivery to the consumer of goods that are subject to a credit agreement, the consumer and the credit provider agree to substitute other goods for all or part of the goods so described-

(*a*) from the date of delivery of the substituted goods, the credit agreement applies to the substituted goods rather than the goods originally described; and

(*b*) the credit provider must prepare and deliver to the consumer an amended credit agreement describing the substituted goods, but without making any other changes to the original agreement.

(Date of commencement of s. 98: 1 June, 2007.)

99. Obligations of pawn brokers.-(1) A credit provider who enters into a pawn transaction with a consumer-

(*a*) must specify in the credit agreement a date on which the agreement ends;

(*b*) must retain until the end of the credit agreement, and at the risk of the credit provider, any property of the consumer that is delivered to the credit provider as security under the credit agreement; and

(*c*) must deliver any property referred to in paragraph (*b*) to the consumer if the consumer pays, or tenders the money required to pay, the settlement value under the agreement at any time up to and including the date on which the agreement ends.

(2) If a credit provider contemplated in this section fails to deliver any property to the consumer as required in subsection (1) (*c*) the Tribunal, on application by the consumer, may order the credit provider to pay to the consumer an amount equal to-

(*a*) the fair market value of the property, less the settlement value at the time of failure to deliver that property, as determined by the Tribunal, if the reason for the failure to return the property is that it has been damaged or destroyed by an intervening cause outside the control of the credit provider; or (*b*) double the fair market value of the property, less the settlement value at the time of failure to deliver that property, as determined by the Tribunal, if the reason for the failure to return the property is other than as contemplated in paragraph (*a*).

(3) If property contemplated in subsection (2) has been sold by the credit provider, evidence of the price at which that property was sold may be considered by the Tribunal, but is not conclusive, in determining the fair market value of that property.

(Date of commencement of s. 99: 1 June, 2007.)

Part C
Consumer's liability, interest, charges and fees

100. Prohibited charges.-(1) A credit provider must not charge an amount to, or impose a monetary liability on, the consumer in respect of-

(*a*) a credit fee or charge prohibited by this Act;

(*b*) an amount of a fee or charge exceeding the amount that may be charged consistent with this Act;

(*c*) an interest charge under a credit agreement exceeding the amount that may be charged consistent with this Act; or

(*d*) any fee, charge, commission, expense or other amount payable by the credit provider to any third party in respect of a credit agreement, except as contemplated in section 102 or elsewhere in this Act.

(2) A credit provider must not charge a consumer a higher price for any goods or services than the price charged by that credit provider for the same or substantially similar goods or services in the ordinary course of business on the basis of a cash transaction.

(3) A person who contravenes this section is guilty of an offence.

[Sub-s. (3) added by s. 29 of Act No. 19 of 2014.]

(Date of commencement of s. 100: 1 June, 2007.)

101. Cost of credit.-(1) A credit agreement must not require payment by the consumer of any money or other consideration, except

(*a*) the principal debt, being the amount deferred in terms of the agreement, plus the value of any item contemplated in section 102;

(*b*) an initiation fee, which-

(i) may not exceed the prescribed amount relative to the principal debt; and

(ii) must not be applied unless the application results in the establishment of a credit agreement with that consumer;

(*c*) a service fee, which

(i) in the case of a credit facility, may be payable monthly, annually, on a per transaction basis or on a combination of periodic and transaction basis; or

(ii) in any other case, may be payable monthly or annually; and

(iii) must not exceed the prescribed amount relative to the principal debt;

(*d*) interest, which

(i) must be expressed in percentage terms as an annual rate calculated in the prescribed manner; and

(ii) must not exceed the applicable maximum prescribed rate determined in terms of section 105;

(*e*) cost of any credit insurance provided in accordance with section 106;

(*f*) default administration charges, which-

(i) may not exceed the prescribed maximum for the category of credit agreement concerned; and

(ii) may be imposed only if the consumer has defaulted on a payment obligation under the credit agreement, and only to the extent permitted by Part C of Chapter 6; and

(*g*) collection costs, which may not exceed the prescribed maximum for the category of credit agreement concerned and may be imposed only to the extent permitted by Part C of Chapter 6.

(2) A credit provider who is a party to a credit agreement with a consumer and enters into a new credit agreement with the same consumer that replaces the earlier agreement in whole or in part may charge that consumer an initiation fee contemplated in subsection (1) (*b*) in respect of that second credit agreement, only to the extent permitted by regulation, having regard to the nature of the transaction and the character of the relationship between the credit provider and consumer.

(3) If a credit facility is attached to a financial services account, or is maintained in association with such an account, any service charge in terms of that account-

(*a*) if that charge would not have been levied if there were no credit facility attached to the account, is subject to the prescribed maximum contemplated in subsection (1) (*c*) ; and

(*b*) otherwise, is exempt from the prescribed maximum contemplated in subsection (1) (*c*).

(Date of commencement of s. 101: 1 June, 2007.)

102. Fees or charges.-(1) If a credit agreement is an instalment agreement, a mortgage agreement, a secured loan or a lease, the credit provider may include in the principal debt deferred under the agreement any of the following items to the extent that they are applicable in respect of any goods that are the subject of the agreement-

(*a*) an initiation fee as contemplated in section 101 (1) (*b*), if the consumer has been offered and declined the option of paying that fee separately;

(*b*) the cost of an extended warranty agreement;

(*c*) delivery, installation and initial fuelling charges;

(*d*) connection fees, levies or charges;

(*e*) taxes, licence or registration fees; or

(*f*) subject to section 106, the premiums of any credit insurance payable in respect of that credit agreement.

(2) A credit provider must not-

(*a*) charge an amount in terms of subsection (1) unless the consumer chooses to have the credit provider act as the consumer's agent in arranging for the service concerned;

(*b*) require the consumer to appoint the credit provider as the consumer's agent for the purpose of arranging any service mentioned in subsection (1); or

(*c*) charge the consumer an amount under subsection (1) in excess of-

(i) the actual amount payable by the credit provider for the service, as determined after taking into account any discount or other rebate or other applicable allowance received or receivable by the credit provider; or

(ii) the fair market value of a service contemplated in subsection (1), if the credit provider delivers that service directly without paying a charge to a third party.

(3) If the actual amount paid by a credit provider to another person is not ascertainable when the consumer pays an amount to the credit provider for a fee or charge contemplated in subsection (1) and if, when it is ascertained, it is less than the amount paid by the consumer, the credit provider must refund or credit the difference to the consumer.

(Date of commencement of s. 102: 1 June, 2007.)

103. Interest.-(1) Subject to subsection (5), the interest rate applicable to an amount in default or an overdue payment under a credit agreement may not exceed the highest interest rate applicable to any part of the principal debt under that agreement.

(2) A credit agreement may provide for an interest charge to become payable or be debited at any time after the day to which it applies.

(3) A credit provider must not, at any time before the end of a day to which an interest charge applies, require payment of or debit the interest charge.

(4) A credit agreement may provide for the interest rate to vary during the term of the agreement only if the variation is by fixed relationship to a reference rate stipulated in the agreement, which reference rate must be the same as that used by that credit provider in respect of any similar credit agreements currently being issued by it.

(5) Despite any provision of the common law or a credit agreement to the contrary, the amounts contemplated in section 101 (1) (*b*) to (*g*) that accrue during the time that a consumer is in default under the credit agreement may not, in aggregate, exceed the unpaid balance of the principal debt under that credit agreement as at the time that the default occurs.

(6) The Minister may make regulations prescribing the manner in which interest is to be calculated and disclosed for the purposes of this Act.

(7) Subject to the review and approval of the National Credit Regulator, subsection (4) does not apply in respect of developmental credit agreements.

(Date of commencement of s. 103: 1 June, 2007.)

104. Changes to interest, credit fees or charges.-(1) A credit provider must not unilaterally increase-

(*a*) the periodic or incidental service fees, or the method of calculating such fees, that may be charged under the credit agreement; or

(*b*) the rate of interest applicable to a credit agreement, except with respect to a credit agreement with a variable interest rate.

(2) Except as otherwise provided for in this section, a credit provider must give written notice of at least five business days to the consumer setting out particulars of a change concerning-

(*a*) the rate of interest;

(*b*) the amount of a credit fee or charge; or

(*c*) a change in the frequency or time for payment of a credit fee or charge.

(3) In respect of a credit agreement that has a variable interest rate, the credit provider must give written notice to the consumer, no later than 30 business days after the day on which a change in the variable interest rate takes effect, setting out-

(*a*) the new rate and any further prescribed information; or

(*b*) if a rate is determined by referring to a reference rate as contemplated in section 103 (4), the new reference rate.

(Date of commencement of s. 104: 1 June, 2007.)

105. Maximum rates of interest, fees and charges.-(1) The Minister, after consulting the National Credit Regulator, may prescribe a method for calculating-

(*a*) a maximum rate of interest; and

(*b*) the maximum fees contemplated in this Part,

applicable to each subsector of the consumer credit market, as determined by the Minister.

(2) When prescribing a matter contemplated in subsection (1), the Minister must consider, among other things-

(*a*) the need to make credit available to persons contemplated in section 13 (*a*);

(*b*) conditions prevailing in the credit market, including the cost of credit and the optimal functioning of the consumer credit market; and

(*c*) the social impact on low income consumers.

(3) When establishing regulations contemplated in this section, the Minister-

(*a*) must establish different maximums for credit agreements within each subsector of the consumer credit market; and

(*b*) may prescribe the method, consistent with section 101 (3), for allocating service fees between the provision of credit and the provision of related financial services, in circumstances in which a credit provider offers multiple financial services under a single agreement.

(Date of commencement of s. 105: 1 June, 2007.)

106. Credit insurance.-(1) A credit provider may require a consumer to maintain during the term of their credit agreement-

(*a*) credit life insurance not exceeding, at any time during the life of the credit agreement, the total of the consumer's outstanding obligations to the credit provider in terms of their agreement; and

(*b*) either-

(i) in the case of a mortgage agreement, insurance cover in respect of the immovable property that is subject to the mortgage, not exceeding the full asset value of that property; or

(ii) in any other case, insurance cover against damage or loss of any property other than property referred to in sub-paragraph (*i*), not exceeding, at any time during the life of the credit agreement, the total of the consumer's outstanding obligations to the credit provider in terms of their agreement.

(2) Despite subsection (1), a credit provider must not offer or demand that the consumer purchase or maintain insurance that is-

(*a*) unreasonable; or

(*b*) at an unreasonable cost to the consumer, having regard to the actual risk and liabilities involved in the credit agreement.

(3) In addition to insurance that may be required in terms of subsection (1), a credit provider may offer a consumer optional insurance in relation to the obligations of the consumer under the credit agreement or relating to the possession, use, ownership or benefits of the goods or services supplied in terms of the credit agreement.

(4) If the credit provider proposes to the consumer the purchase of a particular policy of credit insurance as contemplated in subsection (1) or (3)-

(*a*) the consumer must be given, and be informed of, the right to waive that proposed policy and substitute a policy of the consumer's own choice, subject to subsection (6);

(*b*) such policy must provide for payment of premiums by the consumer-

(i) on a monthly basis in the case of small and intermediate agreements; or

(ii) on a monthly or annual basis in the case of large agreements,

for the duration of the credit agreement; and

(*c*) in the case of an annual premium the premium must be recovered from the consumer within the applicable year.

(5) With respect to any policy of insurance arranged by a credit provider as contemplated in subsection (4), the credit provider must-

(*a*) not add any surcharge, fee or additional premium above the actual cost of insurance arranged by that credit provider;

(*b*) disclose to the consumer in the prescribed manner and form-

(i) the cost to the consumer of any insurance supplied; and

(ii) the amount of any fee, commission, remuneration or benefit receivable by the credit provider, in relation to that insurance;

(*c*) explain the terms and conditions of the insurance policy to the consumer and provide the consumer with a copy of that policy; and

(*d*) be a loss payee under the policy up to the settlement value at the occurrence of an insured contingency only and any remaining proceeds of the policy must be paid to the consumer.

(6) If the consumer exercises the right under subsection 4 (*a*) to substitute an insurance policy of the consumer's own choice, the credit provider may require the consumer to provide the credit provider with the following written directions-

(*a*) a valid direction in the prescribed manner and form requiring and permitting the credit provider to pay any premiums due under that policy during the term of the credit agreement on behalf of the consumer as they fall due, and to bill the consumer for the amount of such premiums-

(i) on a monthly basis for small and intermediate agreements; and

(ii) on a monthly or annual basis for large agreements; and

(*b*) a valid direction to the insurer in the prescribed manner and form, naming the credit provider as a loss payee under the policy up to the settlement value at the happening of an insured contingency, and requiring the insurer, if an insured event occurs, to settle the consumer's obligation under the credit agreement as a first charge against the proceeds of that policy at any time during the term of the credit agreement.

(7) If the premiums under an insurance policy contemplated in this section are paid annually, the consumer is entitled, upon settlement of the credit agreement, to a refund of the unused portion of the final year's premium.

(8) The Minister may, in consultation with the Minister of Finance, prescribe the limit in respect of the cost of credit insurance that a credit provider may charge a consumer.

[Sub-s. (8) added by s. 30 of Act No. 19 of 2014.]

(Date of commencement of s. 106: 1 June, 2007.)

Part D
Statements of account

107. Limited application of this Part.-(1) This Part does not apply in respect of a credit guarantee, until the time that the credit provider first calls on the guarantor to satisfy an obligation in respect of that guarantee.

(2) Sections 108, 109 and 110 do not apply in respect of-

(*a*) a pawn transaction; or

(*b*) a discounted transaction or an incidental credit agreement, until the time that interest is first charged on the principal debt owed to the credit provider.

(3) In the case of joint consumers or guarantors, a statement required under this section need only be given to one of them, but a joint consumer or guarantor who does not receive such statement may require the credit provider to deliver a duplicate of that statement without charge.

(4) Sections 108 to 114 do not apply to a developmental credit agreement to the extent that-

(*a*) the National Credit Regulator has pre-approved the form of all documents and the procedures to be used by the credit provider for such credit agreements in terms of this Part; and

(*b*) the credit provider has used only those pre-approved forms and followed those pre-approved procedures in dealing with the particular consumer.

(5) When pre-approving any form of documents or procedures as contemplated in subsection (4), the National Credit Regulator must balance the need for efficiency of the credit provider with the principles of this Part.

(Date of commencement of s. 107: 1 June, 2007.)

108. Statement of account.-(1) A credit provider must offer to deliver to each consumer periodic statements of account in accordance with this section.

(2) The maximum period between issuing statements of account is-

(*a*) one month, except as otherwise provided for in this subsection;

(*b*) two months, in respect of an instalment agreement, lease or secured loan; or

(*c*) six months in respect of a mortgage agreement.

(3) Despite subsection (2)-

(*a*) a consumer and credit provider may agree to reduce the frequency of statements of account referred to in subsection (2) (*a*) or (*b*), but no such agreement may provide for more than three months between delivery of successive statements of account; and

(*b*) a statement of account need not be delivered in respect of a credit facility if no amount has been debited or credited to the account during the statement period.

(Date of commencement of s. 108: 1 June, 2007.)

109. Form and content of statement of account.-(1) The opening balance shown in each successive statement of account must be the same as the closing balance shown in the immediately preceding statement of account.

(2) A statement of account in respect of a small credit agreement must be in the prescribed form.

(3) A statement of account in respect of an intermediate or large agreement may be in-

(*a*) the prescribed form, if any, for the category or type of credit agreement concerned; or

(*b*) a form determined by the credit provider, and which complies with any prescribed requirements for the category or type of credit agreement concerned.

(4) The National Credit Regulator may publish guidelines for methods of assessing whether a statement satisfies any prescribed requirements contemplated in subsection (3).

(Date of commencement of s. 109: 1 June, 2007.)

110. Statement of amount owing and related matters.-(1) At the request of a consumer, a credit provider must deliver without charge to the consumer a statement of all or any of the following-

(*a*) the current balance of the consumer' s account;

(*b*) any amounts credited or debited during a period specified in the request;

(*c*) any amounts currently overdue and when each such amount became due; and

(*d*) any amount currently payable and the date it became due.

(2) A statement requested in terms of subsection (1) must be delivered-

(*a*) within 10 business days, if all the requested information relates to a period of one year or less before the request was made; or

(*b*) within 20 business days, if any of the requested information relates to a period of more than one year before the request was made.

(3) A statement under this section may be delivered

(*a*) orally, in person or by telephone; or

(*b*) in writing, either to the consumer in person or by sms, mail, fax, email or other electronic form of communication, to the extent that the credit provider is equipped to offer such facilities,

as directed by the consumer when making the request.

(4) A credit provider is not required to provide-

(*a*) a further written statement under this section if it has, within the three months before the request is given, given such a statement to the person requesting it; or

(*b*) information in a statement under this section more than three years after the account was closed.

(5) On application by a credit provider, the Tribunal may make an order limiting the credit provider's obligations to a consumer in terms of this section if the Tribunal is satisfied that the consumer's requests are frivolous or vexatious.

(Date of commencement of s. 110: 1 June, 2007.)

111. Disputed entries in accounts.-(1) A consumer may dispute all or part of any particular credit or debit entered under a credit agreement, by delivering a written notice to the credit provider.

(2) A credit provider who receives a notice of dispute in terms of subsection (1)-

(*a*) must give the consumer a written notice either-

(i) explaining the entry in reasonable detail; or

(ii) confirming that the statement was in error either in whole or in part, and setting out the revised entry; and

(*b*) must not begin enforcement proceedings on the basis of a default arising from the disputed entry-

(i) until the credit provider has complied with paragraph (*a*); or

(ii) at any time that the matter is under alternative dispute resolution procedures, or before the Tribunal in terms of section 115.

(Date of commencement of s. 111: 1 June, 2007.)

112. Dating and adjustment of debits and credits in accounts.-(1) A debit to a consumer's account takes effect as of the date on which the consumer incurred that debit.

(2) A credit to a consumer's account takes effect on the date the consumer makes a payment to the credit provider, or otherwise earns the right to have the account credited.

(3) A credit provider may subsequently adjust debits or credits to a consumer's account, and the account balances, so as to accurately reflect the legal obligations of the consumer and the credit provider.

(Date of commencement of s. 112: 1 June, 2007.)

113. Statement of settlement amount.-(1) At the request of a consumer or guarantor, a credit provider must deliver without charge to the consumer a statement of the amount required to settle a credit agreement, as calculated in accordance with section 125, as of a date specified in the request.

(2) A statement requested in terms of subsection (1)-

(*a*) must be delivered within five business days;

(*b*) may be delivered-

(i) orally, in person or by telephone; or

(ii) in writing, either to the consumer in person or by sms, mail, fax or email or other electronic form of communication, to the extent that the credit provider is equipped to offer such facilities,

as directed by the consumer when making the request; and

(*c*) is binding for a period of five business days after delivery, subject to subsection (3).

(3) A statement delivered in respect of a credit facility is not binding to the extent of any credits to that account, or charges made to that account by or on behalf of the consumer, after the date on which the statement was prepared.

(4) On application by a credit provider, the Tribunal may make an order limiting the credit provider's obligations to a consumer in terms of this section if the Tribunal is satisfied that the consumer's requests are frivolous or vexatious.

(Date of commencement of s. 113: 1 June, 2007.)

114. Tribunal may order statement to be provided.-If a statement is not offered or delivered within the time required by this Part, the Tribunal, on application by the consumer, may-

(*a*) order the credit provider to provide the statement; or

(*b*) determine the amounts in relation to which the statement was sought.

(Date of commencement of s. 114: 1 June, 2007.)

115. Disputes concerning statements.-(1) A consumer who has unsuccessfully attempted to resolve a disputed entry directly with the credit provider in terms of section 111, and through alternative dispute resolution under Part A of Chapter 7, may apply to the Tribunal to resolve

(*a*) a disputed entry shown on a statement of account; or

(*b*) a dispute concerning a statement of the settlement amount.

(2) If the Tribunal is satisfied that an entry, or the settlement amount, as shown on a statement is in error, the Tribunal may determine the matters in dispute and may make any appropriate order to correct the statement that gave rise to the dispute.

(Date of commencement of s. 115: 1 June, 2007.)

Part E
Alteration of credit agreement

116. Alteration of original or amended agreement document.-Any change to a document recording a credit agreement or an amended credit agreement, after it is signed by the consumer, if applicable, or delivered to the consumer, is void unless

(*a*) the change reduces the consumer's liabilities under the agreement;

(*b*) after the change is made, unless the change is effected in terms of section 119 (1) (*c*), the consumer signs or initials in the margin opposite the change;

(*c*) the change is recorded in writing and signed by the parties; or

(*d*) any oral change is recorded electromagnetically and subsequently reduced to writing.

(Date of commencement of s. 116: 1 June, 2007.)

117. Changes by agreement.-(1) If the parties to a credit agreement agree to change its terms, the credit provider must, not later than 20 business days after the date of the agreement, deliver to the consumer a document that-

(*a*) reflects their amended agreement; and

(*b*) complies with the requirements set out in section 93.

(2) This section does not apply in respect of an increase or decrease to the credit limit under a credit facility, subject to section 119 (6).

(Date of commencement of s. 117: 1 June, 2007.)

118. Reductions to credit limit under credit facility.-(1) At any time the consumer under a credit facility, by written notice to the credit provider, may

(*a*) require the credit provider to reduce the credit limit under that credit facility; and

(*b*) stipulate a maximum credit limit that the consumer is prepared to accept.

(2) After receiving a notice in terms of subsection (1), the credit provider must give the consumer written confirmation of-

(*a*) the new credit limit, which must not exceed the maximum limit stipulated by the consumer, if any; and

(*b*) the date on which the new credit limit is to take effect, which may not be more than 30 business days after the date of the notice from the consumer.

(3) Subject to sections 61 and 66, the credit provider under a credit facility, by written notice to the consumer, may reduce the credit limit under that credit facility to take effect on delivery of the notice.

(4) If, at the time a new credit limit takes effect in terms of this section, the settlement value under that credit facility is higher than the newly established credit limit, the credit provider must not treat that excess as an over-extension of credit for the purpose of calculating the minimum payment due at any time.

(5) A credit provider must not charge the consumer a fee for reducing a credit limit.

(Date of commencement of s. 118: 1 June, 2007.)

119. Increases in credit limit under credit facility.-(1) A credit provider may increase the credit limit under a credit facility only-

(*a*) temporarily, as contemplated in subsection (2);

(*b*) by agreement with the consumer, subject to subsection (3)-

(i) in response to a written or oral request initiated by the consumer at any time; or

(ii) with the written consent of the consumer in response to a written proposal by the credit provider, which may be delivered to the consumer at any time; or

(*c*) unilaterally, in accordance with, and subject to the limitations set out in, subsection (4).

(2) An increase in the credit limit under a credit facility is temporary if-

(*a*) the credit provider honours an instrument issued by the consumer, despite the fact that it results in a debt that exceeds the established credit limit; or

(*b*) the credit provider agrees to raise the credit limit in response to a request from the consumer 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.

(3) Before increasing a credit limit in terms of subsection (1) (*b*), the credit provider must complete a fresh assessment of the consumer's ability to meet the obligations that could arise under that credit facility, as required by section 81.

(4) If the consumer, at the time of applying for the credit facility or at any later time, in writing has specifically requested the option of having the credit limit automatically increased from time to time, a credit provider may unilaterally increase the credit limit under that credit facility-

(*a*) once during each year, as measured from the later of-

(i) the date that the credit facility was established; or

(ii) the date on which the credit limit was most recently altered in accordance with subsection (1) (*b*); and

(*b*) by an amount not exceeding the lesser of

(i) the average monthly purchases or cash advances charged to the credit facility by the consumer; or

(ii) the average monthly payments made by the consumer,

during the 12 months immediately preceding the date on which the credit limit is increased.

(5) For the purposes of subsection (4), a specific request-

(*a*) does not include-

(i) an oral request or assent by the consumer; or

(ii) a standard provision of an agreement, the whole of which is accepted by the consumer; but (*b*) does include-

(i) a written request in any form authored and signed by the consumer and delivered to the credit provider at any time; or

(ii) a standard form option-

(*aa*) authored by the credit provider and presented for consideration by the consumer alongside the alternative of having credit limits increased only as contemplated in subsection (1) (*b*); and

(*bb*) assented to by being initialled or signed by the consumer.

(6) If, when increasing the credit limit under a credit facility, the credit provider alters any other term of the credit agreement, the credit provider must comply with the requirements set out in sections 93 and 117.

(7) An increase in a credit limit in terms of subsection (4) is not unlawful in terms of section 74 (2).

(Date of commencement of s. 119: 1 June, 2007.)

120. Unilateral changes by credit provider.-(1) Despite any provision to the contrary in a credit agreement, a credit provider may not unilaterally change-

(*a*) the period for repayment of the principal debt, except to lengthen it; or

(*b*) the manner of calculating the minimum payment due periodically under a credit facility, subject to section 118 (4).

(2) Except as otherwise provided for in section 104, a credit provider must give the consumer written notice of at least five business days of a unilateral change to a credit agreement and in that notice must set out the particulars of the change.

(Date of commencement of s. 120: 1 June, 2007.)

Part F
Rescission and termination of credit agreements

121. Consumer's right to rescind credit agreement.-(1) This section applies only in respect of a lease or an instalment agreement entered into at any location other than the registered business premises of the credit provider.

(2) A consumer may terminate a credit agreement within five business days after the date on which the agreement was signed by the consumer, by-

(*a*) delivering a notice in the prescribed manner to the credit provider; and

(*b*) tendering the return of any money or goods, or paying in full for any services, received by the consumer in respect of the agreement.

(3) When a credit agreement is terminated in terms of this section, the credit provider-

(*a*) must refund any money the consumer has paid under the agreement within seven business days after the delivery of the notice to terminate; and

(*b*) may require payment from the consumer for-

(i) the reasonable cost of having any goods returned to the credit provider and restored to saleable condition; and

(ii) a reasonable rent for the use of those goods for the time that the goods were in the consumer's possession, unless those goods are in their original packaging and it is apparent that they have remained unused.

(4) A credit provider to whom property has been returned in terms of this section, and who has unsuccessfully attempted to resolve any dispute over depreciation of that property directly with the consumer and through alternative dispute resolution under Part A of Chapter 7, may apply to a court for an order in terms of subsection (5).

(5) If, on an application in terms of subsection (4), a court concludes that the actual fair market value of the goods depreciated during the time that they were in the consumer's possession, a court may order the consumer to pay to the credit provider a further amount not greater than the difference between-

(*a*) the depreciation in actual fair market value, as determined by the court; and

(*b*) the amount that the credit provider is entitled to charge the consumer in terms of subsection (3) (*b*).

(Date of commencement of s. 121: 1 June, 2007.)

122. When consumer may terminate agreement.-(1) A consumer may terminate a credit agreement at any time by paying the settlement amount to the credit provider, in accordance with section 125.

(2) In addition to subsection (1), a consumer may terminate an instalment agreement, secured loan or lease of movable property, by-

(*a*) surrendering to the credit provider the goods that are the subject of that agreement in accordance with section 127; and

(*b*) paying to the credit provider any remaining amount demanded in accordance with section 127 (7).

(Date of commencement of s. 122: 1 June, 2007.)

123. Termination of agreement by credit provider.-(1) A credit provider may terminate a credit agreement before the time provided in that agreement only in accordance with this section.

(2) If a consumer is in default under a credit agreement, the credit provider may take the steps set out in Part C of Chapter 6 to enforce and terminate that agreement.

(3) A credit provider in respect of a credit facility may-

(*a*) suspend that credit facility at any time the consumer is in default under the agreement; or

(*b*) close that credit facility by giving written notice to the consumer at least ten business days before the credit facility will be closed.

(4) A credit agreement referred to in subsection (3) remains in effect to the extent necessary until the consumer has paid all amounts lawfully charged to that account.

(5) A credit provider may not close or terminate a credit facility solely on the grounds that-

(*a*) the credit provider has declined a consumer's request to increase the credit limit;

(*b*) the consumer has declined the credit provider's offer to increase the credit limit;

(*c*) the consumer has requested a reduction in the credit limit, unless that reduction would reduce the credit limit to a level at which the credit provider does not customarily offer or establish credit facilities; or

(*d*) the card, personal identification code or number or other identification device used to access that facility has expired.

(6) The unilateral termination of a credit agreement by a credit provider as contemplated in this section does not suspend or terminate any residual obligations of the credit provider to the consumer under that agreement or this Act.

(Date of commencement of s. 123: 1 June, 2007.)

CHAPTER 6
COLLECTION, REPAYMENT, SURRENDER AND DEBT ENFORCEMENT

Part A
Collection and repayment practices

124. Charges to other accounts.-(1) It is lawful for a consumer to provide, a credit provider to request or a credit agreement to include an authorisation to the credit provider to make a charge or series of charges contemplated in section 90 (2) (*n*), if such authorisation meets all the following conditions-

(*a*) the charge or series of charges may be made only against an asset, account, or amount that has been-

(i) deposited by or for the benefit of the consumer and held by that credit provider or that third party; and

(ii) specifically named by the consumer in the authorisation;

(*b*) the charge or series of charges may be made only to satisfy-

(i) a single obligation under the credit agreement; or

(ii) a series of recurring obligations under the credit agreement, specifically set out in the authorisation;

(*c*) the charge or series of charges may be made only for an amount that is-

(i) calculated by reference to the obligation it is intended to satisfy under the credit agreement, and

(ii) specifically set out in the authorisation;

(*d*) the charge or series of charges may be made only on or after a specified date, or series of specified dates-

(i) corresponding to the date on which an obligation arises, or the dates on which a series of recurring obligations arise, under the credit agreement; and

(ii) specifically set out in the authorisation; and

(*e*) any authorisation not given in writing, must be recorded electromagnetically and subsequently reduced to writing.

(2) Before making a single charge, or the initial charge of a series of charges, to be made under a particular authorisation, the credit provider must give the consumer notice in the prescribed manner and form, setting out the particulars as required by this subsection, of the charge or charges to be made under that authorisation.

(3) If there is a conflict between a provision of this section and a provision of the National Payment Systems Act, 1998 (Act No. 78 of 1998), the provisions of that Act prevail.

(Date of commencement of s. 124: 1 June, 2007.)

125. Consumer's or guarantor's right to settle agreement.-(1) A consumer or guarantor is entitled to settle the credit agreement at any time, with or without advance notice to the credit provider.

(2) The amount required to settle a credit agreement is the total of the following amounts-

(*a*) The unpaid balance of the principal debt at that time;

(*b*) the unpaid interest charges and all other fees and charges payable by the consumer to the credit provider up to the settlement date; and

(*c*) in the case of a large agreement-

(i) at a fixed rate of interest, an early termination charge no more than a prescribed charge or, if no charge has been prescribed, a charge calculated in accordance with sub-paragraph (ii); or

(ii) other than at a fixed rate of interest, an early termination charge equal to no more than the interest that would have been payable under the agreement for a period equal to the difference between-

(*aa*) three months; and

(*bb*) the period of notice of settlement if any, given by the consumer.

(Date of commencement of s. 125: 1 June, 2007.)

126. Early payments and crediting of payments.-(1) At any time, without notice or penalty, a consumer may prepay any amount owed to a credit provider under a credit agreement.

(2) A credit provider must accept any payment under a credit agreement when it is tendered, even if that is before the date on which the payment is due.

(3) A credit provider must credit each payment made under a credit agreement to the consumer as of the date of receipt of the payment, as follows-

(*a*) Firstly, to satisfy any due or unpaid interest charges;

(*b*) secondly, to satisfy any due or unpaid fees or charges; and

(*c*) thirdly, to reduce the amount of the principal debt.

(Date of commencement of s. 126: 1 June, 2007.)

126A. Restrictions on certain practices relating to credit agreements.-(1) A person must not promote, offer to supply, supply or induce any person to accept the supply of any service that has as its dominant function-

(*a*) the breaching of a credit agreement; or

(*b*) the unauthorised transfer of any right of a credit provider under a credit agreement to a third person.

(2) Subsection (1) (*b*) does not apply in respect of-

(*a*) any negotiation, by an attorney on behalf of a consumer, with the credit provider concerned; or (*b*) any action carried out by, on behalf of or with the permission of the credit provider concerned.

(3) A person who offers to supply, or supplies, any service for the express or implied purpose of-

improving a consumer's credit record, credit history or credit rating; or

causing a credit bureau to remove credit information from its records concerning that consumer,

may not charge a consumer, or receive any payment from the consumer, for the credit repair service until that service has been fully performed, and must provide each consumer with a disclosure statement in the prescribed manner and form.

(4) Subsection (3) does not apply in respect of any credit repair service rendered by an attorney, or a registered credit bureau.

(5) A person who offers to supply, or supplies-

(*a*) any service for the express or implied purpose of investigating fees, charges or interest charged on a credit agreement; or

(*b*) a computer software programme originating within the Republic, which is programmed to calculate fees, charges, or interest charged on a credit agreement, for valuable consideration,

must provide each consumer of the service or software, as the case may be, with a disclosure statement in the prescribed manner and form.

(6) This section does not apply to a debt counsellor in respect of any action authorised in terms of this Act.

[S. 126A inserted by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

126B. Application of prescription on debt.-(1) (*a*) No person may sell a debt under a credit agreement to which this Act applies and that has been extinguished by prescription under the Prescription Act, 1969 (Act No. 68 of 1969).

(*b*) No person may continue the collection of, or re-activate a debt under a credit agreement to which this Act applies-

(i) which debt has been extinguished by prescription under the Prescription Act, 1969 (Act No. 68 of 1969); and

(ii) where the consumer raises the defence of prescription, or would reasonably have raised the defence of prescription had the consumer been aware of such a defence, in response to a demand, whether as part of legal proceedings or otherwise.

[S. 126B inserted by s. 31 of Act No. 19 of 2014.]

Part B
Surrender of goods

127. Surrender of goods.-(1) A consumer under an instalment agreement, secured loan or lease-

(*a*) may give written notice to the credit provider to terminate the agreement; and

(*b*) if-

(i) the goods are in the credit provider's possession, require the credit provider to sell the goods; or

(ii) otherwise, return the goods that are the subject of that agreement to the credit provider's place of business during ordinary business hours within five business days after the date of the notice or within such other period or at such other time or place as may be agreed with the credit provider.

(2) Within 10 business days after the later of-

(*a*) receiving a notice in terms of subsection (1) (*b*) (i); or

(*b*) receiving goods tendered in terms of subsection (1) (*b*) (ii), a credit provider must give the consumer written notice setting out the estimated value of the goods and any other prescribed information.

(3) Within 10 business days after receiving a notice under subsection (2), the consumer may unconditionally withdraw the notice to terminate the agreement in terms of subsection (1) (*a*), and resume possession of any goods that are in the credit provider's possession, unless the consumer is in default under the credit agreement.

(4) If the consumer-

(*a*) responds to a notice as contemplated in subsection (3), the credit provider must return the goods to the consumer unless the consumer is in default under the credit agreement; or (*b*) does not respond to a notice as contemplated in subsection (3), the credit provider must sell the goods as soon as practicable for the best price reasonably obtainable.

(5) After selling any goods in terms of this section, a credit provider must-

(*a*) credit or debit the consumer with a payment or charge equivalent to the proceeds of the sale less any expenses reasonably incurred by the credit provider in connection with the sale of the goods; and

(*b*) give the consumer a written notice stating the following-

(i) The settlement value of the agreement immediately before the sale;

(ii) the gross amount realised on the sale;

(iii) the net proceeds of the sale after deducting the credit provider's permitted default charges, if applicable, and reasonable costs allowed under paragraph (*a*); and

(iv) the amount credited or debited to the consumer's account.

(6) If an amount is credited to the consumer's account and it exceeds the settlement value immediately before the sale, and-

(*a*) another credit provider has a registered credit agreement with the same consumer in respect of the same goods, the credit provider must remit that amount to the Tribunal, which may make an order for the distribution of the amount in a manner that is just and reasonable; or

(*b*) no other credit provider has a registered credit agreement with the same consumer in respect of the same goods, the credit provider must remit that amount to the consumer with the notice required by subsection (5) (*b*), and the agreement is terminated upon remittance of that amount.

(7) If an amount is credited to the consumer's account and it is less than the settlement value immediately before the sale, or an amount is debited to the consumer's account, the credit provider may demand payment from the consumer of the remaining settlement value, when issuing the notice required by subsection (5) (*b*).

(8) If a consumer-

(*a*) fails to pay an amount demanded in terms of subsection (7) within 10 business days after receiving a demand notice, the credit provider may commence proceedings in terms of the Magistrates' Courts Act for judgment enforcing the credit agreement; or

(*b*) pays the amount demanded after receiving a demand notice at any time before judgment is obtained under paragraph (*a*), the agreement is terminated upon remittance of that amount.

(9) In either event contemplated in subsection (8), interest is payable by the consumer at the rate applicable to the credit agreement on any outstanding amount demanded by the credit provider in terms of subsection (7) from the date of the demand until the date that the outstanding amount is paid.

(10) A credit provider who acts in a manner contrary to this section is guilty of an offence.

(Date of commencement of s. 127: 1 June, 2007.)

128. Compensation for consumer.-(1) A consumer who has unsuccessfully attempted to resolve a disputed sale of goods in terms of section 127 directly with the credit provider, or through alternative dispute resolution under Part A of Chapter 7, may apply to the Tribunal to review the sale.

(2) If the Tribunal considering an application in terms of this section is not satisfied that the credit provider sold the goods as soon as reasonably practicable, or for the best price reasonably obtainable, the Tribunal may order the credit provider to credit and pay to the consumer an additional amount exceeding the net proceeds of sale.

(3) A decision by the Tribunal in terms of this section is subject to appeal to, or review by, the High Court to the extent permitted by section 148.

(Date of commencement of s. 128: 1 June, 2007.)

Part C
Debt enforcement by repossession or judgment

129. Required procedures before debt enforcement.-(1) If the consumer is in default under a credit agreement, the credit provider-

(*a*) may draw the default to the notice of the consumer in writing and propose that the consumer refer the credit 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 the agreement or develop and agree on a plan to bring the payments under the agreement up to date; and

(*b*) subject to section 130 (2), may not commence any legal proceedings to enforce the agreement before-

(i) first providing notice to the consumer, as contemplated in paragraph (*a*), or in section 86 (10), as the case may be; and

(ii) meeting any further requirements set out in section 130.

(2) Subsection (1) does not apply to a credit agreement that is subject to a debt restructuring order, or to proceedings in a court that could result in such an order.

(3) Subject to subsection (4), a consumer may at any time before the credit provider has cancelled the agreement, remedy a default in such credit agreement by paying to the credit provider all amounts that are overdue, together with the credit provider's prescribed default administration charges and reasonable costs of enforcing the agreement up to the time the default was remedied.

[Sub-s. (3) substituted by s. 32 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(4) A credit provider may not re-instate or revive a credit agreement after-

(*a*) the sale of any property pursuant to-

(i) an attachment order; or

(ii) surrender of property in terms of section 127;

(*b*) the execution of any other court order enforcing that agreement; or

(*c*) the termination thereof in accordance with section 123.

[Sub-s. (4) amended by s. 32 (*b*) of Act No. 19 of 2014.]

Wording of Sections

(5) The notice contemplated in subsection (1) (*a*) must be delivered to the consumer-

(*a*) by registered mail; or

(*b*) to an adult person at the location designated by the consumer.

[Sub-s. (5) added by s. 32 (*c*) of Act No. 19 of 2014.]

(6) The consumer must in writing indicate the preferred manner of delivery contemplated in subsection (5).

[Sub-s. (6) added by s. 32 (*c*) of Act No. 19 of 2014.]

(7) Proof of delivery contemplated in subsection (5) is satisfied by-

(*a*) written confirmation by the postal service or its authorised agent, of delivery to the relevant post office or postal agency; or

(*b*) the signature or identifying mark of the recipient contemplated in subsection (5) (*b*).

[Sub-s. (7) added by s. 32 (*c*) of Act No. 19 of 2014.]

(Date of commencement of s. 129: 1 June, 2007.)

130. Debt procedures in a Court.-(1) Subject to subsection (2), a credit provider may approach the court for an order to enforce a credit agreement only if, at that time, the consumer is in default and has been in default under that credit agreement for at least 20 business days and-

(*a*) at least 10 business days have elapsed since the credit provider delivered a notice to the consumer as contemplated in section 86 (10), or section 129 (1), as the case may be;

[Para. (*a*) substituted by s. 33 of Act No. 19 of 2014.]

Wording of Sections

(*b*) in the case of a notice contemplated in section 129 (1), the consumer has-

(i) not responded to that notice; or

(ii) responded to the notice by rejecting the credit provider's proposals; and

(*c*) in the case of an instalment agreement, secured loan, or lease, the consumer has not surrendered the relevant property to the credit provider as contemplated in section 127.

(2) In addition to the circumstances contemplated in subsection (1), in the case of an instalment agreement, secured loan, or lease, a credit provider may approach the court for an order enforcing the remaining obligations of a consumer under a credit agreement at any time if-

(*a*) all relevant property has been sold pursuant to-

(i) an attachment order; or

(ii) surrender of property in terms of section 127; and

(*b*) the net proceeds of sale were insufficient to discharge all the consumer's financial obligations under the agreement.

(3) Despite any provision of law or contract to the contrary, in any proceedings commenced in a court in respect of a credit agreement to which this Act applies, the court may determine the matter only if the court is satisfied that-

(*a*) in the case of proceedings to which sections 127, 129 or 131 apply, the procedures required by those sections have been complied with;

(*b*) there is no matter arising under that credit agreement, and pending before the Tribunal, that could result in an order affecting the issues to be determined by the court; and

(*c*) that the credit provider has not approached the court-

(i) during the time that the matter was before a debt counsellor, alternative dispute resolution agent, consumer court or the ombud with jurisdiction; or

(ii) despite the consumer having-

(*aa*) surrendered property to the credit provider, and before that property has been sold;

(*bb*) agreed to a proposal made in terms of section 129 (1) (*a*) and acted in good faith in fulfilment of that agreement;

(*cc*) complied with an agreed plan as contemplated in section 129 (1) (*a*); or

(*dd*) brought the payments under the credit agreement up to date, as contemplated in section 129 (1) (*a*).

(4) In any proceedings contemplated in this section, if the court determines that-

(*a*) the credit agreement was reckless as described in section 80, the court must make an order contemplated in section 83;

(*b*) the credit provider has not complied with the relevant provisions of this Act, as contemplated in subsection (3) (*a*), or has approached the court in circumstances contemplated in subsection (3) (*c*) the court must-

(i) adjourn the matter before it; and

(ii) make an appropriate order setting out the steps the credit provider must complete before the matter may be resumed;

(*c*) the credit agreement is subject to a pending debt review in terms of Part D of Chapter 4, the court may-

(i) adjourn the matter, pending a final determination of the debt review proceedings;

(ii) order the debt counsellor to report directly to the court, and thereafter make an order contemplated in section 85 (*b*); or

(iii) if the credit agreement is the only credit agreement to which the consumer is a party, order the debt counsellor to discontinue the debt review proceedings, and make an order contemplated in section 85 (*b*);

(*d*) there is a matter pending before the Tribunal, as contemplated in subsection (3) (*b*), the court may-

(i) adjourn the matter before it, pending a determination of the proceedings before the Tribunal; or

(ii) order the Tribunal to adjourn the proceedings before it, and refer the matter to the court for determination; or

(*e*) the credit agreement is either suspended or subject to a debt re-arrangement order or agreement, and the consumer has complied with that order or agreement, the court must dismiss the matter.

(Date of commencement of s. 130: 1 June, 2007.)

131. Repossession of goods.-If a court makes an attachment order with respect to property that is the subject of a credit agreement, section 127 (2) to (9) and section 128, read with the changes required by the context, apply with respect to any goods attached in terms of that order.

(Date of commencement of s. 131: 1 June, 2007.)

132. Compensation for credit provider.-(1) A credit provider who has unsuccessfully attempted to resolve a dispute over the costs of attachment of property in terms of section 129 to 131 directly with the consumer, and through alternative dispute resolution under Part A of Chapter 7, may apply to the court for compensation from the consumer in respect of any costs of repossession of property in excess of those permitted under section 131.

(2) The court may grant an order contemplated in subsection (1) if it is satisfied that-

(*a*) the consumer knowingly-

(i) provided false or misleading information to the credit provider in terms of section 97; or

(ii) engaged in a pattern of behaviour that was reasonably likely to frustrate or impede the exercise of the credit provider's right to repossess property under section 129 to 131; and

(*b*) as a result, the credit provider experienced unreasonable delay or incurred exceptional costs in the exercise of those rights.

(Date of commencement of s. 132: 1 June, 2007.)

133. Prohibited collection and enforcement practices.-(1) A credit provider must not-

(*a*) make use of any document, number or instrument referred to in section 90 (2) (*l*) when collecting on or enforcing a credit agreement; or

(*b*) direct or permit any other person to do anything contemplated in this subsection on behalf, or as an agent, of the credit provider.

(2) When collecting money owed by a consumer under a credit agreement or when seeking to enforce a credit agreement, a credit provider must not use or rely on, or permit any person to use or rely on, any document, instrument or contract provision referred to in section 90 (2) (*l*).

(3) A person who contravenes this section is guilty of an offence.

(Date of commencement of s. 133: 1 June, 2007.)

CHAPTER 7
DISPUTE SETTLEMENT OTHER THAN DEBT ENFORCEMENT

Part A
Alternative dispute resolution

134. Alternative dispute resolution.-(1) As an alternative to filing a complaint with the National Credit Regulator in terms of section 136, a person may refer a matter or a dispute following an allegation of a reckless credit agreement that could be the subject of such a complaint as follows-

(*a*) If the credit provider concerned is a financial institution as defined in the Financial Services Ombud Schemes Act, 2004 (Act No. 37 of 2004), the matter-

(i) may be referred only to the ombud with jurisdiction to resolve a complaint or settle a matter involving that credit provider, as determined in accordance with sections 13 and 14 of that Act; and

(ii) must be procedurally resolved as if it were a complaint in terms of that Act; or

(*b*) if the credit provider is not a financial institution, as defined in the Financial Services Ombud Schemes Act, 2004 (Act No. 37 of 2004), the matter may be referred to either-

(i) a consumer court, for resolution in accordance with this Act and the provincial legislation establishing that consumer court; or

(ii) an alternative dispute resolution agent, for resolution by conciliation, mediation or arbitration.

[Sub-s. (1) amended by s. 34 of Act No. 19 of 2014.]

Wording of Sections

(2) The respondent in a matter referred to an alternative dispute resolution agent under subsection (1) (*b*) (*ii*) may object to that referral in writing within 10 business days, in which case-

(*a*) the matter may not be resolved by an alternative dispute resolution agent;

(*b*) if the matter is the proper subject of a complaint to the National Credit Regulator, the matter is deemed to have been filed as a complaint in terms of section 136; or

(*c*) if the matter is the proper subject of an application to the Tribunal, the matter is deemed to have been an application directly to the Tribunal in terms of section 137.

(3) The Tribunal, after considering a matter in terms of a deemed application under subsection (2) (*c*), may make an exceptional order of costs against the respondent if the Tribunal considers that the matter could have

been properly resolved by conciliation, mediation or arbitration carried out in good faith.

(4) In respect of any dispute between a credit provider and a consumer that could be the subject of an application to the Tribunal in terms of this Act, other than Part C of this Chapter, the consumer or credit provider, before either may apply directly to the Tribunal-

(*a*) must attempt to resolve that matter directly between themselves; and

(*b*) if unable to do so, must refer the matter-

(i) to the ombud with jurisdiction, for resolution in accordance with this Act and in terms of the Financial Services Ombud Schemes Act, 2004 (Act No. 37 of 2004), if the credit provider concerned is a financial institution and a participant in a recognised scheme as defined in that Act; or

(ii) in any other case, to either-

(*aa*) a consumer court, for resolution in accordance with this Act and the provincial legislation establishing that consumer court; or

(*bb*) an alternative dispute resolution agent, for resolution by conciliation, mediation or arbitration.

(5) If an alternative dispute resolution agent concludes that either party to conciliation, mediation or arbitration in terms of subsection (4) (*b*) (*ii*) (*bb*) is not participating in that process in good faith, or that there is no reasonable probability of the parties resolving their dispute through that process, the alternative dispute resolution agent must issue a certificate in the prescribed form stating that the process has failed.

134A. Registration and accreditation of alternative dispute resolution agents.-The National Credit Regulator must register and accredit alternative dispute resolution agents.

[S. 134A inserted by s. 35 of Act No. 19 of 2014.]

134B. Deregistration of alternative dispute resolution agents.-(1) Subject to subsection (2), registration and accreditation in terms of section 134A may be cancelled by the Tribunal on application by the National Credit Regulator, if an alternative dispute resolution agent-

(*a*) fails to comply with any condition of its registration and accreditation; or

(*b*) contravenes this Act.

(2) If an alternative dispute resolution agent fails to comply with any condition of its registration or accreditation or contravenes this Act, and such alternative dispute resolution agent is also licensed by another regulatory authority, the National Credit Regulator may-

(*a*) impose conditions on the registration of such alternative dispute resolution agent consistent with its licence, if any;

(*b*) refer the matter to the regulatory authority that licensed such alternative dispute resolution agent, with a request that the regulatory authority review that licence in the circumstances; or

(*c*) at the request, or with the consent, of the regulatory authority that licensed that alternative dispute resolution agent, apply to the Tribunal for cancellation of the registration and accreditation.

(3) A regulatory authority to whom a matter has been referred to in terms of subsection (2) (*b*)-

(*a*) must conduct a formal review of the alternative dispute resolution agent's licence;

(*b*) to the extent permitted by the legislation in terms of which the alternative dispute resolution agent is licensed, may suspend that licence pending the outcome of that review; or

(*c*) may request, or consent to, the National Credit Regulator lodging an application with the Tribunal for cancellation of the registration.

(4) The National Credit Regulator must attempt to reach an agreement as contemplated in section 17 (4) with any regulatory authority that issued a licence to an alternative dispute resolution agent that is registered in terms of section 134A, to co-ordinate the procedures to be followed in taking any action in terms of subsections (2) and (3).

(5) The registration of an alternative dispute resolution agent is cancelled as of-

(*a*) the date on which the Tribunal issues an order; or

(*b*) in the case of a voluntary cancellation, the date specified by the said alternative dispute resolution agent in the notice of voluntary cancellation.

(6) An alternative dispute resolution agent whose registration has been cancelled must not engage in any formerly registered activities after the date on which the cancellation takes effect.

[S. 134B inserted by s. 35 of Act No. 19 of 2014.]

135. Dispute resolution may result in consent order.-(1) The ombud with jurisdiction, consumer court or alternative dispute resolution agent that has resolved, or assisted parties in resolving, a dispute in terms of this Part may-

(*a*) record the resolution of that dispute in the form of an order, and

(*b*) if the parties to the dispute consent to that order, submit it to-

(i) a court to be made a consent order, in terms of its rules; or

(ii) the Tribunal to be made a consent order in terms of section 138.

(2) The National Credit Regulator may not intervene before the Tribunal in respect of a consent order submitted in terms of this section.

Part B
Initiating complaints or applications

136. Initiating a complaint to National Credit Regulator.-(1) Any person may submit a complaint concerning an alleged contravention of this Act or a complaint concerning an allegation of reckless credit to the National Credit Regulator in the prescribed manner and form.

[Sub-s. (1) substituted by s. 36 of Act No. 19 of 2014.]

Wording of Sections

(2) The National Credit Regulator may initiate a complaint in its own name.

137. Initiating applications to Tribunal.-(1) The National Credit Regulator may apply to the Tribunal in the prescribed manner and form-

(*a*) for an order resolving a dispute over information held by a credit bureau, in terms of Part B of Chapter 4;

(*b*) for an order compelling the delivery of a statement of account or a review of a statement in terms of Part D of Chapter 5;

(*c*) to review the conduct of a sale of goods in terms of section 127 or the distribution of proceeds from such a sale;

(*d*) for leave to bring a complaint directly before the Tribunal; or

(*e*) for an order condoning late filing.

(2) A registrant, or applicant for registration, may file an application in terms of section 59 at any time within-

(*a*) 20 business days after the National Credit Regulator makes the decision that is the subject of the application; or

(*b*) such longer time as the Tribunal may allow on good cause shown.

(3) A consumer or credit provider who has unsuccessfully attempted to resolve a dispute directly with the other party and through alternative dispute resolution in terms of section 134 (4) may file an application contemplated in this Act at any time within-

(*a*) 20 business days after the failure of the attempted alternative dispute resolution; or

(*b*) such longer time as the Tribunal may allow on good cause shown.

(4) The National Credit Regulator may intervene before the Tribunal in respect of any application contemplated in this section in which the National Credit Regulator is not already a party.

138. Consent orders.-(1) If a matter has been-

(*a*) resolved through the ombud with jurisdiction, consumer court or alternative dispute resolution agent; or

(*b*) investigated by the National Credit Regulator, and the National Credit Regulator and the respondent agree to the proposed terms of an appropriate order, the Tribunal or a court,

without hearing any evidence, may confirm that resolution or agreement as a consent order.

(2) With the consent of a complainant, a consent order confirmed in terms of subsection (1) (*b*) may include

an award of damages to the complainant.

Part C
Informal resolution or investigation of complaints

139. Investigation by National Credit Regulator.-(1) Upon initiating or accepting a complaint in terms of section 136, the National Credit Regulator may-

(*a*) issue a notice of non-referral to the complainant in the prescribed form, if the complaint appears to be frivolous or vexatious, or does not allege any facts which, if true, would constitute grounds for a remedy under this Act;

(*b*) refer the complaint to

(i) a debt counsellor, if the matter appears to concern either reckless credit or possible over-indebtedness of the consumer; or

(ii) the ombud with jurisdiction, consumer court or an alternative dispute resolution agent for the purposes of assisting the parties to resolve the dispute in terms of section 134; or

(*c*) direct an inspector to investigate the complaint as quickly as practicable, in any other case.

(2) At any time during an investigation, the National Credit Regulator may designate one or more persons to assist the inspector conducting the investigation contemplated in subsection (1).

(3) At any time during an investigation, the National Credit Regulator may summon any person who is believed to be able to furnish any information on the subject of the investigation, or to have possession or control of any book, document or other object that has a bearing on that subject-

(*a*) to appear before the National Credit Regulator to be interrogated; or

(*b*) to deliver or produce to the National Credit Regulator such book, document or other object,

at a time and place specified in the summons.

(4) A person questioned by an inspector conducting an investigation must answer each question truthfully and to the best of that person's ability, but-

(*a*) the person is not obliged to answer any question if the answer is self-incriminating; and

(*b*) the inspector questioning such a person must inform that person of the right set out in paragraph (*a*).

(5) No self-incriminating answer given or statement made by any person to an inspector exercising any power in terms of this section is admissible as evidence against the person who gave the answer or made the statement in criminal proceedings in any court, except in criminal proceedings for perjury or in which that person is tried for an offence contemplated in section 159, and then only to the extent that the answer or statement is relevant to prove the offence charged.

140. Outcome of complaint.-(1) After completing an investigation into a complaint, the National Credit Regulator may-

(*a*) issue a notice of non-referral to the complainant in the prescribed form;

(*b*) make a referral in accordance with subsection (2), if the National Credit Regulator believes that a person has engaged in prohibited conduct;

(*c*) make an application to the Tribunal if the complaint concerns a matter that the Tribunal may consider on application in terms of any provision of this Act; or

(*d*) refer the matter to the National Prosecuting Authority, if the complaint concerns an offence in terms of this Act.

(2) In the circumstances contemplated in subsection (1) (*b*), the National Credit Regulator may refer the matter-

(*a*) to the consumer court of the province in which the consumer resides, or the consumer court of the province in which the credit provider has its principal place of business in the Republic, if there is a consumer court in such a province and if the National Credit Regulator believes that the issues raised by the complaint can be dealt with expeditiously and fully by such a referral; or

(*b*) to the Tribunal.

(3) If, in respect of a matter contemplated in subsection (2), there is no consumer court within either applicable province, the National Credit Regulator may refer the matter to either-

(*a*) a consumer court in another province, if the balance of convenience or interests of justice so permit; or (*b*) the Tribunal.

(4) If the National Credit Regulator refers a matter to a consumer court in terms of subsection (2) or (3) (*a*), any party to that referral may apply to the Tribunal, in the prescribed manner and form and within the prescribed time, for an order that the matter be referred to-

(*a*) a different consumer court, or

(*b*) the Tribunal.

(5) If an application has been made to the Tribunal-

(*a*) in terms of subsection (4) (*a*), the Tribunal may order that the matter be referred to a different consumer court, if the balance of convenience or interests of justice so require;

(*b*) in terms of subsection (4) (*b*), the Tribunal may order that the matter be referred to it instead of the consumer court if the balance of convenience or interests of justice so require.

(6) A consumer court hearing a matter referred to in this section-

(*a*) must conduct its proceedings in a manner consistent with the requirements of Part D of this Chapter; and

(*b*) may make any order that the Tribunal could have made in terms of this Act after hearing that matter.

(7) An order of a consumer court made after hearing a matter referred to in terms of this section has the same force and effect as if it had been made by the Tribunal.

141. Referral to Tribunal.-(1) If the National Credit Regulator issues a notice of non-referral in response to a complaint other than a complaint concerning section 61 or an offence in terms of this Act, the complainant concerned may refer the matter directly to-

(*a*) the consumer court of the province within which the complainant resides, or in which the respondent has its principal place of business in the Republic, subject to the provincial legislation governing the operation of that consumer court; or

(*b*) the Tribunal, with the leave of the Tribunal.

(2) If a matter is referred directly to a consumer court in terms of subsection (1)

(*a*) the respondent may apply to the Tribunal, in the prescribed manner and form and within the prescribed time, for an order that the matter be referred to-

(i) a different consumer court; or

(ii) the Tribunal;

(*b*) the provisions of section 140 (6) and (7), read with the changes required by the context, apply to an application made in terms of paragraph (*a*); and

(*c*) if the matters remains referred to a consumer court, the provisions of Parts D and E of this Chapter, each read with the changes required by the context, apply to the hearing of the matter by the consumer court.

(3) A referral to the Tribunal, whether by the National Credit Regulator in terms of section 140 (1) or by a complainant in terms of subsection (1), must be in the prescribed form.

(4) The Tribunal must conduct a hearing into any matter referred to it under this Chapter, in accordance with the requirements of this Act.

141A. "Extended application of this Part.-This Part applies to any matter before the Tribunal irrespective of whether the matter arises in terms of this Act or any other legislation.

[S. 141A inserted by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Part D
Tribunal consideration of complaints, applications and referrals

142. Hearings before Tribunal.-(1) The Tribunal must conduct its hearings in public-

(*a*) in an inquisitorial manner;

(*b*) as expeditiously as possible;

(*c*) as informally as possible; and

(*d*) in accordance with the principles of natural justice.

(2) Despite subsection (1), the Tribunal member presiding at a hearing may exclude members of the public, or specific persons or categories of persons, from attending the proceedings-

(*a*) if evidence to be presented is confidential information, but only to the extent that the information cannot otherwise be protected;

(*b*) if the proper conduct of the hearing requires it; or

(*c*) for any other reason that would be justifiable in civil proceedings in a High Court.

(3) The Chairperson of the Tribunal must assign any of the following matters to be heard by a single member of the Tribunal, sitting alone:

(*a*) Any application by a consumer or credit provider in terms of section 137 (3);

(*b*) consent orders in terms of this Act or the Consumer Protection Act, 2008;

[Para. (*b*) substituted by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(*c*) applications to permit late filing;

(*d*) review of requests for additional information, in terms of section 45 (2);

(*e*) review of an order to cease engaging in an activity, in terms of section 54;

(*f*) applications for an order limiting consumer requests in terms of section 62, 65, 72, 110 or 113; or

(*g*) applications for an order concerning the remittance of proceeds of sale, in terms of section 127 or 131.

(4) At the conclusion of a hearing, the Tribunal must make an order permitted in the circumstances in terms of this Act, or the Consumer Protection Act, 2008, and must issue written reasons for its decision.

[Sub-s. (4) substituted by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(5) The Tribunal must provide the participants and members of the public reasonable access to the record of each hearing, subject to any ruling to protect confidential information made in terms of subsection (2) (*a*).

143. Right to participate in hearing.-The following persons may participate in a hearing contemplated in this Part, in person or through a representative, and may put questions to witnesses and inspect any books, documents or items presented at the hearing-

(*a*) The National Credit Regulator, or the National Consumer Commission in the case of a matter arising in terms of the Consumer Protection Act, 2008;

[Para. (*a*) substituted by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(*b*) the applicant or complainant, and in the case of a complaint concerning an alleged contravention of section 61, the consumer or prospective consumer, if that person is not the complainant;

(*c*) the respondent; and

(*d*) any other person who has a material interest in the hearing, unless, in the opinion of the presiding member of the Tribunal, that interest is adequately represented by another participant.

144. Powers of member presiding at hearing.-The member of the Tribunal presiding at a hearing may-

(*a*) direct or summon any person to appear at any specified time and place;

(*b*) question any person under oath or affirmation;

(*c*) summon or order any person-

(i) to produce any book, document or item necessary for the purposes of the hearing; or

(ii) to perform any other act in relation to this Act; and

(*d*) give directions prohibiting or restricting the publication of any evidence given to the Tribunal.

145. Rules of procedure.-Subject to the rules of procedure of the Tribunal, the member of the Tribunal presiding at a hearing may determine any matter of procedure for that hearing, with due regard to the circumstances of the case and the requirements of the applicable sections of this Act.

146. Witnesses.-(1) Every person giving evidence at a hearing of the Tribunal must answer any relevant question.

(2) The law regarding a witness's privilege in a criminal case in a court of law applies equally to a person who provides information during a hearing.

(3) The Tribunal may order a person to answer any question or to produce any article or document, even if it is self-incriminating to do so.

(4) Section 139 (5) applies to evidence given by a witness in terms of this section.

147. Costs.-(1) Subject to subsection (2), each party participating in a hearing must bear its own costs.

(2) If the Tribunal-

(*a*) has not made a finding against a respondent, the member of the Tribunal presiding at a hearing may award costs to the respondent and against a complainant who referred the complaint in terms of section 141 (1) or section 75 (1) (*b*) of the Consumer Protection Act, 2008, as the case may be; or

[Para. (*a*) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(*b*) has made a finding against a respondent, the member of the Tribunal presiding at a hearing may award costs against the respondent and to a complainant who referred the complaint in terms of section 141 (1) or section 75 (1) (*b*) of the Consumer Protection Act, 2008, as the case may be.

[Para. (*b*) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

148. Appeals and reviews.-(1) A participant in a hearing before a single member of the Tribunal may appeal a decision by that member to a full panel of the Tribunal.

(2) Subject to the rules of the High Court, a participant in a hearing before a full panel of the Tribunal may-

(*a*) apply to the High Court to review the decision of the Tribunal in that matter; or

(*b*) appeal to the High Court against the decision of the Tribunal in that matter, other than a decision in terms of section 138 or section 69 (2) (*b*) or 73 of the Consumer Protection Act, 2008, as the case may be.

[Para. (*b*) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

Part E
Tribunal orders

149. Interim relief.-(1) At any time, whether or not a hearing has commenced into a complaint, a complainant may apply to the Tribunal for an interim order in respect of that complaint, and the Tribunal may grant such an order if-

(*a*) there is evidence that the allegations may be true; and

(*b*) an interim order is reasonably necessary to-

(i) prevent serious, irreparable damage to that person; or

(ii) prevent the purposes of this Act from being frustrated;

(*c*) the respondent has been given a reasonable opportunity to be heard, having regard to the urgency of the proceedings; and

(*d*) the balance of convenience favours the granting of the order.

(2) An interim order in terms of this section must not extend beyond the earlier of-

(*a*) the conclusion of a hearing into the complaint; or

(*b*) the date that is six months after the date of issue of the interim order.

(3) If an interim order has been granted, and a hearing into that matter has not been concluded within six months after the date of that order, the Tribunal, on good cause shown, may extend the interim order for a further period not exceeding six months.

150. Orders of Tribunal.-In addition to its other powers in terms of this Act, the Tribunal may make an appropriate order in relation to prohibited conduct or required conduct in terms of this Act, or the Consumer Protection Act, 2008, including-

(*a*) declaring conduct to be prohibited in terms of this Act;

(*b*) interdicting any prohibited conduct;

(*c*) imposing an administrative fine in terms of section 151, with or without the addition of any other order in terms of this section;

(*d*) confirming a consent agreement in terms of this Act or the Consumer Protection Act, 2008, as an order of the Tribunal;

[Para. (*d*) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(*e*) condoning any non-compliance of its rules and procedures on good cause shown;

(*f*) confirming an order against an unregistered person to cease engaging in any activity that is required to be registered in terms of this Act;

(*g*) suspending or cancelling the registrant's registration, subject to section 57 (2) and (3);

(*h*) requiring repayment to the consumer of any excess amount charged, together with interest at the rate set out in the agreement; or

(*i*) any other appropriate order required to give effect to a right, as contemplated in this Act or the Consumer Protection Act, 2008.

(*i*) any other appropriate order required to give effect to a right, as contemplated in this Act or the Consumer Protection Act, 2008.

[S. 150 amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011. Para. (*i*) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

151. Administrative fines.-(1) The Tribunal may impose an administrative fine in respect of prohibited or required conduct in terms of this Act, or the Consumer Protection Act, 2008.

[Sub-s. (1) substituted by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(2) An administrative fine imposed in terms of this Act, or the Consumer Protection Act, 2008, may not exceed the greater of-

(*a*) 10 per cent of the respondent's annual turnover during the preceding financial year; or

(*b*) R1 000 000.

[Sub-s. (2) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(3) When determining an appropriate fine, the Tribunal must consider the following factors:

(*a*) The nature, duration, gravity and extent of the contravention;

(*b*) any loss or damage suffered as a result of the contravention;

(*c*) the behaviour of the respondent;

(*d*) the market circumstances in which the contravention took place;

(*e*) the level of profit derived from the contravention;

(*f*) the degree to which the respondent has co-operated with the National Credit Regulator, or the National Consumer Commission, in the case of a matter arising in terms of the Consumer Protection Act, 2008, and the Tribunal; and

[Para. (*f*) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(*g*) whether the respondent has previously been found in contravention of this Act, or the Consumer Protection Act, 2008, as the case may be.

[Para. (*g*) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(4) For the purpose of this section, the annual turnover of-

(*a*) a credit provider at the time an administrative fine is assessed, is the total income of that credit provider during the immediately preceding year under all credit agreements to which this Act applies, less the amount of that income that represents the repayment of principal debt under those credit agreements; or

(*b*) any other person, is the amount determined in the prescribed manner.

(5) A fine payable in terms of this section must be paid into the National Revenue Fund referred to in section 213 of the Constitution.

152. Status and enforcement of orders.-(1) Any decision, judgment or order of the Tribunal may be served, executed and enforced as if it were an order of the High Court, and is binding on-

(*a*) the National Credit Regulator, or the National Consumer Commission, in the case of a matter arising in terms of the Consumer Protection Act, 2008;

[Para. (*a*) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(*b*) provincial credit regulators, or provincial consumer protection authority, in the case of a matter arising in terms of the Consumer Protection Act, 2008;

[Para. (*b*) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(*c*) a consumer court;

(*d*) an alternative dispute resolution agent or the ombud with jurisdiction, or, in the case of a matter arising in terms of the Consumer Protection Act, 2008, an alternative dispute resolution agent as defined in that Act;

[Para. (*d*) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(*e*) a debt counsellor; and

(*f*) a Magistrate's Court.

(2) The National Credit Regulator, or the National Consumer Commission, in the case of a matter arising in terms of the Consumer Protection Act, 2008, may institute proceedings in the High Court on its own behalf for recovery of an administrative fine imposed by the Tribunal.

[Sub-s. (2) amended by s. 121 (1) of Act No. 68 of 2008 with effect from 31 March, 2011.]

Wording of Sections

(3) A proceeding under subsection (2) may not be initiated more than three years after the imposition of the administrative fine.

CHAPTER 8
ENFORCEMENT OF ACT

Part A
Searches

153. Authority to enter and search under warrant.-(1) A judge of the High Court, a regional magistrate or a magistrate may issue a warrant to enter and search any premises that are within the jurisdiction of that judge or magistrate if, from information on oath or affirmation, there are reasonable grounds to believe that-

(*a*) prohibited conduct has taken place, is taking place or is likely to take place on or in those premises; or

(*b*) anything connected with an investigation into possible prohibited conduct is in the possession of, or under the control of, a person who is on or in those premises.

(2) A warrant to enter and search may be issued at any time and must specifically-

(*a*) identify the premises that may be entered and searched; and

(*b*) authorise an inspector or a police officer to enter and search the premises and to do anything listed in section 154.

(3) A warrant to enter and search is valid until one of the following events occurs-

(*a*) The warrant is executed;

(*b*) the warrant is cancelled by the person who issued it or, in that person's absence, by a person with similar authority;

(*c*) the purpose for which it was issued has lapsed; or

(*d*) one month has expired after the date it was issued.

(4) A warrant to enter and search may be executed only during the day, unless the judge, regional magistrate or magistrate who issued it authorises that it may be executed at night at a time that is reasonable in the circumstances.

(5) A person authorised by a warrant issued in terms of subsection (2) may enter and search premises named in that warrant.

(6) Immediately before commencing with the execution of a warrant, a person executing that warrant must either-

(*a*) if the owner, or person in control, of the premises to be searched is present-

(i) provide identification to that person and explain to that person the authority by which the warrant is being executed; and

(ii) hand a copy of the warrant to that person or to the person named in the warrant; or

(*b*) if none of those persons is present, affix a copy of the warrant to the premises in a prominent and visible place.

154. Powers to enter and search.-(1) A person who is authorised under section 153 to enter and search premises may-

(*a*) enter upon or into those premises;

(*b*) search those premises;

(*c*) search any person on those premises if there are reasonable grounds to believe that the person has personal possession of an article or document that has a bearing on the investigation;

(*d*) examine any article or document on or in those premises that has a bearing on the investigation;

(*e*) request information about any article or document from the owner of, or person in control of, the premises or from any person who has control of the article or document, or from any other person who may have the information;

(*f*) take extracts from, or make copies of, any book or document on or in the premises that has a bearing on the investigation;

(*g*) use any computer system on the premises, or require assistance of any person on the premises to use that computer system, to-

(i) search any data contained in or available to that computer system; and

(ii) reproduce any record from that data;

(*h*) seize any output from that computer for examination and copying; and

(*i*) attach and, if necessary, remove from the premises for examination and safekeeping anything that has a bearing on the investigation.

(2) Section 139 (5) applies to an answer given or statement made to an inspector in terms of this section.

(3) An inspector authorised to conduct an entry and search in terms of section 153 may be accompanied and assisted by a police officer.

155. Conduct of entry and search.-(1) A person who enters and searches any premises under section 154 must conduct the entry and search with strict regard for decency and order, and with regard for each person's right to dignity, freedom, security and privacy.

(2) During any search under section 154 (1) (*c*), only a female inspector or police officer may search a female person, and only a male inspector or police officer may search a male person.

(3) A person who enters and searches premises under section 154, before questioning any person-

(*a*) must advise that person of the right to be assisted at the time by an advocate or attorney; and

(*b*) allow that person to exercise that right.

(4) A person who removes anything from premises being searched must-

(*a*) issue a receipt for it to the owner of, or person in control of, the premises; and

(*b*) return it as soon as practicable after achieving the purpose for which it was removed.

(5) During a search, a person may refuse to permit the inspection or removal of an article or document on the grounds that it contains privileged information.

(6) If the owner or person in control of an article or document refuses in terms of subsection (5) to give that article or document to the person conducting the search, the person conducting the search may request the registrar or sheriff of the High Court that has jurisdiction to attach and remove the article or document for safe custody until that court determines whether or not the information is privileged.

(7) A police officer who is authorised to enter and search premises under section 154, or who is assisting an inspector who is authorised to enter and search premises under section 154, may overcome resistance to the entry and search by using as much force as is reasonably required, including breaking a door or window of the premises.

(8) Before using force in terms of subsection (7), a police officer must audibly demand admission and must announce the purpose of the entry, unless it is reasonable to believe that doing so may induce someone to destroy or dispose of an article or document that is the object of the search.

(9) The National Credit Regulator may compensate anyone who suffers damage because of a forced entry during a search when no-one responsible for the premises was present.

Part B
Offences

156. Breach of confidence.-(1) It is an offence to disclose any confidential information concerning the affairs of any person or juristic person obtained-

(*a*) in carrying out any function in terms of this Act; or

(*b*) as a result of initiating a complaint or participating in any proceedings in terms of this Act.

(2) Subsection (1) does not apply to information disclosed-

(*a*) for the purpose of the proper administration or enforcement of this Act;

(*b*) for the purpose of the administration of justice; or

(*c*) at the request of an inspector, regulator or member of the Tribunal entitled to receive the information.

157. Hindering administration of Act.-It is an offence to hinder, oppose, obstruct or unduly influence any person who is exercising a power or performing a duty delegated, conferred or imposed on that person by this Act.

158. Failure to attend when summoned.-A person commits an offence who, having been directed or summoned to attend a hearing-

(*a*) fails without sufficient cause to appear at the time and place specified or to remain in attendance until excused; or

(*b*) attends as required, but-

(i) refuses to be sworn in or to make an affirmation; or

(ii) fails to produce a book, document or other item as ordered, if it is in the possession of, or under the control of, that person.

159. Failure to answer fully or truthfully.-A person commits an offence who, having been sworn in or having made an affirmation-

(*a*) subject to section 139 (5), fails to answer any question fully and to the best of that person's ability; or

(*b*) gives false evidence, knowing or believing it to be false.

160. Offences relating to regulator and Tribunal.-(1) A person commits an offence who contravenes or fails to comply with an order of the Tribunal.

(2) A person commits an offence who-

(*a*) does anything calculated to improperly influence the Tribunal or a regulator concerning any matter connected with an investigation;

(*b*) anticipates any findings of the Tribunal or a regulator concerning an investigation in a way that is calculated to influence the proceedings or findings;

(*c*) does anything in connection with an investigation that would have been contempt of court if the proceedings had occurred in a court of law;

(*d*) knowingly provides false information to a regulator;

(*e*) defames the Tribunal or a member of the Tribunal, in their respective official capacities;

(*f*) wilfully interrupts the proceedings of a hearing or misbehaves in the place where a hearing is being conducted;

(*g*) acts contrary to a warrant to enter and search; or

(*h*) without authority, but claiming to have authority in terms of section 153-

(i) enters or searches premises; or

(ii) attaches or removes an article or document.

161. Penalties.-Any person convicted of an offence in terms of this Act, is liable-

(*a*) in the case of a contravention of section 160 (1), to a fine or to imprisonment for a period not exceeding 10 years, or to both a fine and imprisonment; or

(*b*) in any other case, to a fine or to imprisonment for a period not exceeding 12 months, or to both a fine and imprisonment.

162. Magistrate's Court jurisdiction to impose penalties.-Despite anything to the contrary contained in any other law, a Magistrate's Court has jurisdiction to impose any penalty provided for in section 161.

Part C
Miscellaneous matters

163. Agents.-(1) A credit provider, debt counsellor or payment distributing agent must ensure that its employees or agents are trained in respect of the matters to which this Act applies.

[Sub-s. (1) substituted by s. 37 (*a*) of Act No. 19 of 2014.]

Wording of Sections

(1A) The Minister must prescribe the requirements and standards for the training contemplated in subsection (1).

[Sub-s. (1A) inserted by s. 37 (*b*) of Act No. 19 of 2014.]

(1B) Until the regulations envisaged in subsection (1A) have been made, credit providers, debt counsellors and payment distributing agents must ensure that its employees or agents are trained to such an extent that they can contribute to the purpose of this Act.

[Sub-s. (1B) inserted by s. 37 (*b*) of Act No. 19 of 2014.]

(1C) A debt counsellor may only make use of agents for administrative tasks relating to debt review.

[Sub-s. (1C) inserted by s. 37 (*b*) of Act No. 19 of 2014.]

(2) If a credit provider makes use of agents for solicitation, completion or conclusion of credit agreements-

(*a*) the agents must show an identification card in the prescribed manner and form to any person with whom the agent interacts in the solicitation, completion or conclusion of credit agreements; and

(*b*) the credit provider must maintain a register in the prescribed manner and form of all agents.

(3) If a person who is not an employee or agent of a credit provider, solicits, completes or concludes a credit agreement for or on behalf of a credit provider or a consumer-

(*a*) that person must be identified by name and identity number in the credit agreement;

(*b*) that person must disclose to the consumer in writing the amount of any fee or commission that will be paid if the agreement is concluded; and

[Para. (*b*) substituted by s. 37 (*c*) of Act No. 19 of 2014.]

Wording of Sections

(*c*) any fee or commission to be charged to the consumer-

(i) must not exceed the prescribed amount; and

(ii) may be paid to that person only if the agreement is concluded.

(Date of commencement of s. 163: 1 June, 2007.)

164. Civil actions and jurisdiction.-(1) Nothing in this Act renders void a credit agreement or a provision of a credit agreement that, in terms of this Act, is prohibited or may be declared unlawful unless a court declares that agreement or provision to be unlawful.

(2) In any action in a civil court, other than a High Court, if a person raises an issue concerning this Act or a credit agreement which the Tribunal

(*a*) has previously considered and determined that court-

(i) must not consider the merits of that issue; and

(ii) must apply the determination of the Tribunal with respect to the issue; or

(*b*) has not previously determined, that court may-

(i) consider the merits of that issue, or

(ii) refer the matter to the Tribunal for consideration and determination.

(3) A person who has suffered loss or damage as a result of prohibited conduct or dereliction of required conduct-

(*a*) may not commence an action in a civil court for the assessment of the amount or awarding of damages if that person has consented to an award of damages in a consent order; or

(*b*) if entitled to commence an action referred to in paragraph (*a*), when instituting proceedings, must file with the registrar or clerk of the court a notice from the Chairperson of the Tribunal in the prescribed form-

(i) certifying that the conduct constituting the basis for the action has been found to be a prohibited or required conduct in terms of this Act;

(ii) stating the date of the Tribunal's finding; and

(iii) setting out the relevant section of this Act in terms of which the Tribunal made its finding.

(4) A certificate referred to in subsection (3) (*b*) is conclusive proof of its contents, and is binding on a civil court.

(5) An appeal or application for review against an order made by the Tribunal in terms of section 148 suspends any right to commence an action in a civil court with respect to the same matter.

(6) A person's right to damages arising out of any prohibited or required conduct comes into existence-

(*a*) on the date that the Tribunal makes a determination in respect of a matter that affects that person; or

(*b*) in the case of an appeal, on the date that the appeal process in respect of that matter is concluded.

(7) For the purposes of section 2A(2) (*a*) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), interest on a debt in relation to a claim for damages in terms of this Act will commence on the date of issue of the certificate referred to in subsection (3) (*b*).

165. Variation of order.-The Tribunal, acting of its own accord or on application by a person affected by a decision or order, may vary or rescind its decision or order-

(*a*) erroneously sought or granted in the absence of a party affected by it;

(*b*) in which there is ambiguity, or an obvious error or omission, but only to the extent of correcting that ambiguity, error or omission; or

(*c*) made or granted as a result of a mistake common to all the parties to the proceedings.

166. Limitations of bringing action.-(1) A complaint in terms of this Act may not be referred or made to the Tribunal or to a consumer court more than three years after-

(*a*) the act or omission that is the cause of the complaint; or

(*b*) in the case of a course of conduct or continuing practice, the date that the conduct or practice ceased.

(2) A complaint in terms of this Act may not be referred to the Tribunal or to a consumer court in terms of this Act against any person that is, or has been, a respondent in proceedings under another section of this Act relating

substantially to the same conduct.

167. Standard of proof.-In any proceedings before the Tribunal, or before a consumer court, in terms of this Act the standard of proof is on a balance of probabilities.

168. Serving documents.-Unless otherwise provided in this Act, a notice, order or other document that, in terms of this Act, must be served on a person will have been properly served when it has been either-

(*a*) delivered to that person; or

(*b*) sent by registered mail to that person's last known address.

169. Proof of facts.-(1) In any proceedings in any court for the recovery of debt in terms of a credit agreement, if the consumer-

(*a*) alleges that the cost of credit claimed by, or made to, the credit provider exceeds the maximum permitted in terms of this Act; and

(*b*) requests that the credit provider be called as a witness to prove the amount of debt claimed to be owing,

the court must not give judgment until it has afforded an opportunity for the consumer to examine the credit provider in relation to the debt claimed to be owing, unless it appears to the court that the consumer's allegation is *prima facie* without foundation, or that examination of the credit provider is impracticable.

(2) In any criminal proceedings in terms of this Act-

(*a*) if it is proved that a false statement, entry or record or false information appears in or on a book, document, plan, drawing or computer storage medium, the person who kept that item must be presumed to have made the statement, entry, record or information unless the contrary is proved; and

(*b*) an order certified by the Chairperson of the Tribunal is conclusive proof of the contents of the order of the Tribunal.

(3) A statement, entry or record, or information, in or on any book, document, plan, drawing or computer storage medium is admissible in evidence as an admission of the facts in or on it by the person who appears to have made, entered, recorded or stored it unless it is proved that that person did not make, enter, record or store it.

170. Credit provider to keep records.-A credit provider must maintain records of all applications for credit, credit agreements and credit accounts in the prescribed manner and form and for th e prescribed time.

CHAPTER 9
GENERAL PROVISIONS

171. Regulations.-(1) The Minister-

(*a*) may make any regulations expressly authorised or contemplated elsewhere in this Act, in accordance with subsection (2);

(*b*) in consultation with the National Credit Regulator, may make regulations for matters relating to the functions of the National Credit Regulator, including-

(i) forms;

(ii) time periods;

(iii) information required;

(iv) additional definitions applicable to those regulations;

(v) filing fees;

(vi) access to confidential information; and

(vii) manner and form of participation in National Credit Regulator procedures;

(*c*) in consultation with the Chairperson of the Tribunal, and by notice in the *Gazette*, may make regulations for matters relating to the functions of the Tribunal and rules for the conduct of matters before the Tribunal; and

(*d*) may make regulations regarding-

(i) any forms required to be used for the purposes of this Act; and

(ii) in general, any ancillary or incidental matter that is necessary to prescribe for the proper implementation or administration of this Act.

(2) Before making any regulations in terms of subsection (1) (*a*), the Minister-

(*a*) must publish the proposed regulations for public comment; and

(*b*) may consult the National Credit Regulator and provincial regulatory authorities.

(3) A regulation in terms of this Act must be made by notice in the *Gazette*.

172. Conflicting legislation, consequential amendments, repeal of laws and transitional arrangements.- (1) If there is a conflict between a provision of this Act mentioned in the first column of the table set out in Schedule 1, and a provision of another Act set out in the second column of that table, the conflict must be resolved in accordance with the rule set out in the third column of that table.

(2) The laws referred to in Schedule 2 are hereby amended in the manner set out in that Schedule.

(3) The repeal of the laws specified in this section does not affect the transitional arrangements, which are set out in Schedule 3.

(4) Subject to subsection (3) and the provisions of Schedule 3, the following Acts are hereby repealed-

(*a*) The Usury Act, 1968 (Act No. 73 of 1968);

(*b*) the Credit Agreements Act, 1980 (Act No. 75 of 1980); and

(*c*) the Integration of Usury Laws Act, 1996 (Act No. 57 of 1996).

173. Short title and commencement.-This Act is called the National Credit Act, 2005, and comes into operation on a date fixed by the President by proclamation in the *Gazette*.

COMMENCEMENT OF THIS ACT

Date of commencement	*The whole Act/ Sections*	*Proclamation No.*	*Government Gazette*	*Date of Government Gazette*
1 June, 2006	Ss. 1-11 (Ch. 1), 12-25 and 35-38 (Ch. 2, Parts A, C and D), 39-59 (Ch. 3), 69, 73, 134-152 (Ch. 7), 153-162, 164-170 (Ch. 8 excluding s. 163) and 171-173 (Ch. 9), Schs. 1, 2 and 3	N. 22	28824	11 May, 2006
1 September, 2006	Ss. 26-34 (Ch. 2, Part B), 67, 68, 70 and 72	N. 22	28824	11 May, 2006
1 June, 2007	Ss. 60-66 (Ch. 4, Part A), 71, 74-88 (Ch. 4, Part C and D), 89-123 (Ch. 5), 124-133 (Ch. 6) and 163	N. 22	28824	11 May, 2006

Schedule 1
Rules concerning conflicting legislation

(Section 172 (1))

Provisions of this Act	*Conflicting Legislation*	*Conflict Resolution Rule*
The whole	Chapter II of the Alienation of Land Act, 1981 (Act No. 68 of 1981)	The provisions of this Act prevail to the extent of the conflict.
The whole, in so far as it applies to a credit agreement	The Conventional Penalties Act, 1962 (Act No. 15 of 1962)	The provisions of this Act prevail to the extent of the conflict.
The whole, in so far as it applies to a credit bureau	A notice issued in terms of the Consumer Affairs (Unfair Business Practices) Act, 1988 (Act No. 71 of 1988)	The provisions of this Act prevail to the extent of the conflict.
Chapter 2	The Public Finance Management Act, 1999 (Act No. 1 of 1999)	The provisions of that Act prevail to the extent of the conflict.
Chapter 2	The Public Service Act, 1994 (Proclamation No. 103 of 1994)	The provisions of that Act prevail to the extent of the conflict.
Part D of Chapter 4, Section 127 Section 129 Section 131 Section 132 Chapter 7 Section 164	Section 57 or 58 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944)	The provisions of this Act prevail to the extent of the conflict.
Part D of Chapter 4, Section 127 Section 129 Section 131 Section 132 Chapter 7 Section 164	Chapter IX of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944)	The provisions of this Act prevail to the extent of the conflict.

Schedule 2
Amendment of laws

(Section 172 (2))

No. and year of Act	*Short Title*	*Extent of amendment*
Act No. 24 of 1936	Insolvency Act, 1936	*Amends section 84 as follows:-paragraph (a) substitutes the heading; and paragraph (b) substitutes the opening clause of subsection (1).*
Act No. 32 of 1944	Magistrates' Courts Act, 1944	1. *Amends section 29 (1) as follows:-paragraph (a) inserts after the expression "Subject to the provisions of this Act", the words "and the National Credit Act, 2005"; and paragraph (b) substitutes paragraph (e).* 2. *Amends section 60 by substituting subsection (1).*

		3. *Amends section 65D (5) by substituting the expression "hire-purchase agreement" with the expression "credit agreement, as defined in section 1 of the National Credit Act, 2005".* 4. *Amends section 74A (2) as follows:-paragraph (a) substitutes the words "the credit transaction defined in section 1 of the Credit Agreements Act, 1980 (Act No. 75 of 1980)" with the words "the credit agreement, as defined in section 1 of the National Credit Act, 2005"; and the words "purchased under such credit transaction" with the words "purchased under that credit agreement"; and paragraph (b) substitutes in paragraph (i) the words "other than a credit transaction" with the words "other than a credit agreement.* 5. *Amends section 74C as follows:-paragraph (a) substitutes the words "any credit transaction regulated by the Credit Agreements Act, 1980" of the words "a credit agreement regulated by the National Credit Act, 2005" in subsection (1) (b); and paragraph (b) substitutes the words "a credit transaction as defined in section 1 of the Credit Agreements Act, 1980 (Act No. 75 of 1980)" of the words "a credit agreement as defined in section 1 of the National Credit Act, 2005" in subsection (2) (b).* 6. *Amends section 74G (7) as follows:-paragraph (a) substitutes the words "a credit transaction as defined in section 1 of the Credit Agreements Act, 1980 (Act No. 75 of 1980)" of the words "a credit agreement as defined in section 1 of the National Credit Act, 2005"; and paragraph (b) substitutes throughout the subsection for each instance of the word "transaction" with the word "agreement".* 7. *Amends section 74H (4) by substituting the words "a credit transaction as defined in section 1 of the Credit Agreements Act, 1980 (Act No. 75 of 1980)" of the words "a credit agreement as defined in section 1 of the National Credit Act, 2005".* 8. *Amends section 74K as follows:-paragraph (a)* (i) *substitutes the words "credit transaction regulated by the Credit Agreements Act, 1980 (Act No. 75 of 1980)" of the words "a credit agreement regulated by the National Credit Act, 2005" in subsection (2); paragraph (a)* (ii) *substitutes the words "seller", in each instance, of the words "credit provider"; paragraph (b) deletes the words "of section 15" from subsection (3); and paragraph (c) substitutes the words "credit grantor as defined in section 1 of the Credit Agreements Act, 1980" of the words "credit provider as defined in section 1 of the National Credit Act, 2005" in subsection (3).*
Act No. 15 of 1962	Conventional Penalties Act, 1962	*Repeals section 5.*
Act No. 25 of 1964	Sale and Service Matters Act, 1964	1. *Amends the definition of "sell" in section 1 by substituting the expression "as defined in the Credit Agreements Act, 1980 (Act No. 75 of 1980)" of the words "as defined in section 1 of the National Credit Act, 2005".* 2. *Amends section 2 by inserting after the expression "the control of the Minister", of the words "and subject to the provisions of the National Credit Act, 2005".*
		Amends section 114 (1) as follows:-paragraph (a) substitutes the expression "Credit Agreement Act, 1980 (Act No. 75 of 1980)" of the expression "National Credit Act, 2005" in paragraph (a) (iv) *(bb); paragraph (b)* (i) *substitutes the*

Act No. 91 of 1964	Customs and Excise Act, 1964	*expression "Credit Agreement Act" of the expression "National Credit Act, 2005" in paragraph (a)* (v) *(aa); paragraph (b)* (ii) *substitutes the expression "credit grantor" of the expression "credit provider" in paragraph (a)* (v) *(aa); paragraph (c) substitutes the expression "Usury Act, 1968 (Act No. 73 of 1968" of the expression "National Credit Act, 2005" in paragraph* (a) (v) (bb); *paragraph (d) substitutes the expression "credit grantor" of the expression "credit provider" in paragraph (a)* (vi) *(aa); paragraph (e) substitutes the expression "credit grantor" of the expression "credit provider" in paragraph (a)* (vi) *(bb); paragraph (f) substitutes the expression "credit grantor" of the expression "credit provider" in paragraph (a)* (vi) *(cc); and paragraph (g) substitutes the expression "credit grantor" of the expression "credit provider" in paragraph (b)* (ii).
Act No. 55 of 1975	Prescribed Rate of Interest Act, 1975	*Amends section 2A (2) (a) by inserting the words "and the provisions of the National Credit Act, 2005" after the expression "between the parties".*
Act No. 88 of 1984	Matrimonial Property Act, 1984	*Amends section 15 (2) by substituting paragraph (f).*
Act No. 61 of 1984	Small Claims Court Act, 1984	*Amends section 15 by substituting paragraph (d).*
Act No. 71 of 1988	Consumer Affairs (Unfair Business Practices) Act, 1988	1. *Amends section 4 (1) (c) by inserting the words "and the National Credit Regulator established in terms of the National Credit Act, 2005, if the matter falls within the jurisdiction of the National Credit Regulator," after the words "with any interested party".* 2. *Amends section 9 (1) by inserting the words "or the National Credit Regulator established in terms of the National Credit Act, 2005," after the expression "corporate or unincorporate".*
Act No. 52 of 1998	Long-term Insurance Act, 1998	*Amends section 44 by inserting subsection (5).*
Act No. 53 of 1998	Short-term Insurance Act, 1998	*Amends section 43 by inserting subsection (6).*
Act No. 78 of 1998	National Payment System Act, 1998	1. *Inserts section* 6A. 2. *Amends section 14 (1) by substituting paragraph (a).*
Act No. 64 of 1990	Financial Institutions Amendment Act, 1990	*Amends section 17 by repealing paragraph (i).*
Act No. 89 of 1991	Value-added Tax Act, 1991	1. *(a) Amends section 8 of the Value Added Tax Act, No. 89 of 1991, by substituting subsection (3).* *(b) Amends section 9 (2) of the Value Added Tax Act, No. 89 of 1991, by substituting paragraph (b).*
Act No. 57 of 1993	Security by Means of Movable Property Act, 1993	*Amends section 2 (1) by substituting paragraph (b).*
Act No. 63 of 2000	Home Loan and Mortgage Disclosure Act, 2000	*Repeals section 13.*

Schedule 3
Transitional provisions

1. Definitions.-(1) In this Schedule-

"effective date" means the date on which this Act, or any relevant provision of it, came into operation in terms of section 173;

"pre-existing credit agreement" means an agreement that was made before the effective date, and to which this Act applies; and

"previous Act" means a law repealed by section 172.

(2) A reference in this Schedule-

(*a*) to a section by number is a reference to the corresponding section of-

(i) the previous Act, if the number is followed by the words "of the previous Act"; or

(ii) this Act, in any other case;

(*b*) to an item or a subitem by number is a reference to the corresponding item or subitem of this Schedule.

2. Delayed application of required registration.-Despite section 40, the requirement in terms of this Act for a credit provider or a credit bureau to be registered-

(*a*) takes effect 40 business days after the effective date; and

(*b*) during the first year after the effective date, that requirement is temporarily satisfied from the time that a person applies for registration as a credit provider until a regulator has made a final decision with respect to that application.

3. National register of credit agreements.-(1) Despite section 69, the requirements of section 69 (2), (3), (4) and (5) remain inoperative until a date declared by the Minister by notice in the *Gazette* after-

(*a*) the National Credit Regulator has established the register of credit agreements as required by section 69 (1); and

(*b*) the Minister has received advice from an independent auditor that the National Credit Regulator has established reasonable and effective means to receive and compile information to be reported to it in terms of section 69.

(2) The Minister may prescribe the information to be registered by a credit provider in respect of a pre-existing credit agreement, in lieu of the information required by section 69 (2).

4. Application of Act to pre-existing agreements.-(1) This Act applies to a credit agreement that was made before the effective date, if that credit agreement would have fallen within the application of this Act in terms of Chapter 1 if this Act had been in effect when the agreement was made, subject to subitems (2) to (5).

(2) The provisions of this Act referred to in the first column of the following table apply to a pre-existing credit agreement only to the extent indicated in the second column of the table.

Provisions of the Act	*Extent to which the provisions apply to a pre-existing credit agreement*
Chapter 1	Apply fully to a pre-existing credit agreement from the effective date, except that section 5 (3) does not apply in respect of a pre-existing incidental credit agreement."
Chapter 2	
Chapter 3	
Sections 67 and 68	
Sections 70 to 72	
Sections 95 to 98	
Chapter 5 - Part E	
Sections 122 and 123	
Chapters 6 to 9	
Schedules 1 and 2	
Chapter 4 - Part D	Applies to a pre-existing credit agreement only to the extent that it does not concern reckless credit.
Chapter 4 - Part A	Apply to a pre-existing credit agreement only with respect to actions or omissions that occur on or after the effective date.
Section 91	
Section 69	Applies to a pre-existing credit agreement only after the date declared by the Minister in terms of item 3.
Sections 89 and 90	Apply to a pre-existing credit agreement only to the extent that common law, national or provincial legislation applied, to similar effect, to such an agreement or provision as at the date the agreement was made.
Section 93	Apply to a pre-existing credit agreement from the effective date, subject to subitem (3).
Chapter 5 - Part D	
Chapter 4 - Part C	Do not apply to pre-existing credit agreements, subject to subitem (3).
Sections 92, 94, 99 and 121.	

(3) With respect to any credit agreement, other than a pawn transaction, made within one year before the effective date, the credit provider must within six months after the effective date-

(*a*) provide the consumer with-

(i) a statement that meets the requirements of section 92; and

(ii) a document that meets the requirements of section 93, to the extent that a document or statement contemplated in terms of subparagraphs (i) or (ii) above has not already been provided to the consumer by the credit provider prior to the effective date; and

(*b*) introduce a form of periodic statement that meets the requirements of section 108.

(4) On application by a credit provider the National Credit Regulator, if it is satisfied that it is impracticable for the credit provider making best efforts in good faith to comply with all or part of subitem (3), may-

(*a*) extend the time within which the credit provider must comply with the obligations of subitem (3); or

(*b*) enter into a compliance agreement with the credit provider establishing a plan and schedule for meeting the requirements of subitem (3).

(5) Despite section 95, for the purposes of this item, a change after the effective date to any credit agreement that was made before the effective date constitutes the making of a new credit agreement, unless it is a change to-

(*a*) the interest rate under a variable rate agreement; or

(*b*) the interest rate or the credit limit under a credit facility.

5. Maximum interest rate.-The maximum annual finance charge rate set in terms of the Usury Act, 1968 (Act No. 73 of 1968), and in effect immediately before the effective date continues in force despite the repeal of that Act, as the maximum interest rate, until the Minister first prescribes a maximum rate of interest in terms of section 105.

6. Specific preservation of rights, instructions, registration and similar status.-(1) Subject to item 7 (1), a person who, immediately before the effective date, was registered by an entity contemplated in item 8 as a debt counsellor is deemed to have been registered as such in terms of this Act as from the effective date.

(2) Despite the repeal of the Credit Agreements Act, 1980 (Act No. 75 of 1980), the provisions of section 24 of the Income Tax Act, 1962 (Act No. 58 of 1962), apply to a credit agreement to which this Act applies, to the extent that those provisions would have applied to such a credit agreement if the Credit Agreements Act, 1980 (Act No. 75 of 1980), had not been repealed.

7. General preservation of regulations, rights, duties, notices and other instruments.-(1) A registration that had been issued in terms of section 15A of the Usury Act, 1968 (Act No. 73 of 1968), by an authority administering exemptions under that section, for an indefinite term and in force immediately before the effective date, has a duration, as from the effective date, of the period determined by regulation for that category of registration.

(2) Any other right or entitlement enjoyed by, or obligation imposed on, any person in terms of any provision of the previous Act, which had not been spent or fulfilled immediately before the effective date must be considered to be a valid right or entitlement of, or obligation imposed on, that person in terms of any comparable provision of this Act, as from the date that the right, entitlement or obligation first arose, subject to the provisions of this Act.

(3) A notice given by any person to another person in terms of any provision of a previous Act must be considered as notice given in terms of any comparable provision of this Act, as from the date that the notice was given under the previous Act.

(4) A document that, before the effective date, had been served in accordance with a previous Act must be regarded as having been satisfactorily served for any comparable purpose of this Act.

(5) An order given by an inspector, in terms of any provision of a previous Act, and in effect immediately before the effective date, continues in effect, subject to the provisions of this Act.

8. National Credit Regulator.-As of the effective date-

(*a*) the assets, liabilities and employees of a regulatory institution designated by the Minister in terms of section 15A of the Usury Act, 1968 (Act No. 73 of 1968), are transferred to and are assets, liabilities and employees, respectively, of the National Credit Regulator; and

(*b*) any person appointed as an inspector or in any other capacity in terms of the Usury Act, 1968 (Act No. 73 of 1968), may be transferred to the National Credit Regulator.

9. Provincial regulatory capacity.-Until provincial legislation has been enacted in a province establishing for that province a provincial credit regulator as contemplated in Part D of Chapter 2, the Minister, by notice in the *Gazette*, may delegate to the relevant MEC of that province all or any of the functions of the National Credit Regulator to be exercised within that province and in accordance with this Act.

10. Continued enforcement of repealed laws.-Despite the repeal of the previous Acts, for a period of three years after the effective date and in respect of a matter that occurred during the period of three years immediately before the effective date-

(*a*) the National Credit Regulator may exercise any power of the Minister in terms of any such previous Act to investigate and prosecute any breach of that Act, as if it were proceeding with a complaint in terms of this Act; and

(*b*) the Tribunal may make any order that it is authorised to make in terms of this Act that could have been made in the circumstances by a court under any previous Act as if it were proceeding with a complaint in terms of this Act.

11. Regulations.-On the effective date, and for a period of 60 business days after the effective date, the Minister may make any regulation contemplated in the Act without meeting the procedural requirements set out in section 171 or elsewhere in this Act, provided the Minister has published such proposed regulations in the *Gazette*, allowing a period of at least 30 business days for comment.

NATIONAL CREDIT ACT
34 OF 2005

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GN 503 of 15 May 2009: Debt Counselling Regulations
(*Government Gazette* No. 32229)

GN 22 of 14 January 2010: Debt Counselling Regulations: For public comments
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GN 288 of 11 May 2011: Invitation to the public to comment on the proposed Debt Counselling Regulations
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(*Government Gazette* No. 35909)

GN 966 of 30 September 2013: Invitation for public comments on the proposed Removal of Adverse Credit Information Project
(*Government Gazette* No. 36889)

GNR.597 of 1 August 2014: Draft National Credit Regulations for Affordability Assessment for the Amendment of Regulations for matters relating to the functions of the National Consumer Tribunal and Rules for the Conduct of matters before the National Consumer Tribunal
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GN 54 of 30 January 2015: Proposed Guidelines for the interpretation and application of section 103 (5) of the Act
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REGULATIONS

GN 713 of 1 June 2006: Determination of Thresholds

DEPARTMENT OF TRADE AND INDUSTRY

In terms of sections 7 (1), 10 (1) and 42 (1) of the National Credit Act, 2005 (Act No. 34 of 2005) I, Mandisi Mpahlwa, Minister of Trade and Industry, do hereby make the determination of thresholds as set out in the schedule hereto.

SCHEDULE

1. Definitions.-In this Notice-

"the Act" means the National Credit Act, 2005 (Act No. 34 of 2005) and the Regulations made under the Act.

2. Threshold required in terms of section 7 (1) (*a*).-The threshold required to be determined in terms of section 7 (1) (*a*) of the Act is R1 000 000.00.

3. Threshold requirement in terms of section 7 (1) (*b*).-(1) The lower threshold required to be determined in terms of section 7 (1) (*b*) of the Act is R15 000.00.

(2) The higher threshold required to be determined in terms of section 7 (1) (*b*) of the Act is R250 000.00.

4. Threshold required in terms of section 10 (1).-The threshold required to be determined in terms of section 10 (1) (*b*) (i) of the Act is R15 000.00.

5. Threshold required in terms of section 42 (1).-The threshold required to be determined in terms of section 42 (1) of the Act is R500 000.00.

GNR.489 of 31 May 2006: Regulations made in terms of the National Credit Act, 2005

as amended by

Notice	***Government Gazette***	**Date**
GNR.1209	29442	30 November 2006
GNR.604	30713	29 May 2008
GNR.202	38557	13 March 2015 w.e.f. 13 September 2015*
GN 1080	39379	6 November 2015 w.e.f. 6 May 2016

DEPARTMENT OF TRADE AND INDUSTRY

By virtue of the power vested in me by section 171 of the National Credit Act, 2005, I Mandisi Mpahlwa, Minister of Trade and Industry, hereby make the regulations as set out below.

Mandisi Mpahlwa, MP
Minister of Trade and Industry

SCHEDULE

ARRANGEMENT OF REGULATIONS

Form 40	Credit provider's annual financial and operational return
Form 41	Compliance return for debt counsellors
Form 42	Statistical return for debt counsellors
Form 43	Credit bureaux' annual compliance
Form 44	Credit bureaux' synoptic report in terms of section 70 (5) (*a*)
Form 45	Insurers' periodic synoptic report in terms of section 16 (2) (*a*)
Form 46	Application form for registration as a payment distribution agent in terms of section 45
Form 47	Application form for registration as an alternative dispute resolution agent in terms of section 134A
Annexure "A"	Forms
Form 48	Declaration of Consumer's Necessary Expense Questionnaire
Schedule 2	Prescribed Fees
	Payment Distribution Fees
	Alternative Dispute Resolution Fees

CHAPTER 1
INTERPRETATION AND APPLICATION OF ACT

Footnotes

* This notice is suspended by GN 756 of 21 August 2015.

1. Definitions.-In these Regulations, any word or expression defined in the Act bears the same meaning as in the Act and-

"accounting officer" means a person appointed and fulfilling the duties and responsibilities as set out in the Close Corporations Act, 69 of 1984;

"annual financial statements" means the annual financial statements as required for each specific registrant in terms of applicable legislation. Registrants who are not required by statute to submit annual financial statements must conform with the requirements as set out in the Close Corporations Act 69 of 1984 when required to submit such annual financial statements;

"auditor" means a person appointed and fulfilling the duties and responsibilities as set out in the Companies Act, 61 of 1973;

"Credit Cost Multiple" means the ratio of the total cost of credit to the advanced principal debt, that is, the total cost of credit divided by the advanced principal debt expressed as a number to two decimal places;

[Definition of "Credit Cost Multiple" inserted by GNR.202 of 13 March 2015.]

"Credit Record" means the consumer's payment profile including, adverse information on a credit profile held by a credit bureau;

[Definition of "Credit Record" inserted by GNR.202 of 13 March 2015.]

"debt counselling" means performing the functions contemplated in section 86 of the Act;

"debt counsellor" means a neutral person who is registered in terms of section 44 of the Act offering a service of debt counselling;

"delivered" unless otherwise provided for, means sending a document by hand, by fax, by e-mail, or registered mail to an address chosen in the agreement by the proposed recipient, if no such address is available, the recipient's registered address. Where notices or applications are required to be delivered to the National Consumer Tribunal, such delivery shall be done in terms of the Tribunal's Rules. Where notices or applications are required to be delivered to the National Credit Regulator, such delivery shall be done by way of hand, fax, e-mail or registered mail to the registered address of the National Credit Regulator;

"Discretionary Income" means Gross Income less statutory deductions such as, income tax, unemployment insurance fund, maintenance payments and less Necessary Expenses (at a minimum as defined herein); less all other committed payment obligations as disclosed by a consumer including, such as may appear from the applicant's credit records as held by any Credit Bureau which income is the amount available to fund the proposed credit Instalment;

[Definition of "Discretionary Income" inserted by GNR.202 of 13 March 2015.]

"general management or control" when referring to juristic persons means the directors of a company registered in terms of the Companies Act 61 of 1973, the members of a close corporation, registered in terms of the Close Corporations Act 69 of 1984, for all other juristic persons, the individuals who perform a similar function(s) to the board of directors;

"Gross Income" means all income earned without deductions from whatever source;

[Definition of "Gross Income" inserted by GNR.202 of 13 March 2015.]

"Joint Consumers" means consumers that are co-principal debtors who are jointly and severally liable with regard to the same credit agreement and apply jointly for the credit agreement excluding the surety or a credit guarantor under a credit guarantee;

[Definition of "Joint Consumers" inserted by GNR.202 of 13 March 2015.]

"Ministerial Notice" means a notice published by the Minister in the *Government Gazette,* in terms of the Act or these Regulations; and

"National Credit Regulator" means the National Credit Regulator established in terms of section 12 of the Act;

[Definition of "National Credit Regulator" inserted by GNR.202 of 13 March 2015.]

"Necessary Expenses" means the consumer's minimum living expenses including maintenance payments if applicable as determined in accordance with regulation 23A (9) excluding monthly debt repayment obligations in terms of credit agreements as reflected on the prospective consumer's credit profile held by a credit bureau;

[Definition of "Necessary Expenses" inserted by GNR.202 of 13 March 2015.]

"Payment Profile" refers to the consumer's payment history in respect of a particular transaction; and

[Definition of "Payment Profile" inserted by GNR.202 of 13 March 2015.]

"the Act" means the National Credit Act, 2005 (Act 34 of 2005) as amended.

[Definition of "the Act" substituted by GNR.202 of 13 March 2015.]

2. Application of Act.-An application by the consumer in terms of section 4 (1) (*d*) of the Act for exemption of a credit agreement, in terms of which the credit provider is situated outside the Republic, must be submitted to the Minister by completing Form 1.

3. Extension of prescribed time periods.-Where a particular number of business days are prescribed, the National Credit Regulator, may on good cause shown, extend the number of days.

CHAPTER 2
REGISTRATION REQUIREMENTS, CRITERIA AND PROCEDURES

Part A
Registration requirements for all registrants

4. Application for registration.-(1) A person who applies for registration in terms of section 45 of the Act must submit to the National Credit Regulator:

(*a*) A completed application in-

(i) Form 2, if applying for registration as a credit provider;

(ii) Form 3, if applying for supplementary registration as a provider of developmental credit;

(iii) Form 4, if applying for registration as a debt counsellor, or

(iv) Form 5, if applying for registration as a credit bureau.

(*b*) Any additional documents required in the relevant application form; and

(*c*) The applicable application fee as set out in a Ministerial Notice.

(2) A person who applies at the same time for registration as a credit provider and for supplementary registration as a provider of developmental credit must satisfy the requirements for both applications.

(3) A person who applies for registration must provide any information required by the National Credit Regulator in terms of section 45 (2) of the Act, within 15 business days after the request is delivered to the applicant.

(4) The National Credit Regulator must not register an applicant as a payment distribution agent if the information available at the time of considering the application indicates that the applicant was, but not limited to-

(*a*) found guilty in criminal proceedings or liable in civil proceedings by a court of law or breach of fiduciary duty, taking into account the seriousness of the conduct, surrounding circumstances, explanations offered, the relevance of the offence or liability to the role applied for such as-

(i) whether the person has been the subject of any adverse finding or any settlement in civil proceedings related to financial or business management;

(ii) misconduct or fraud; or

(iii) license or registration certificate issued by a regulatory authority has been suspended, withdrawn or cancelled.

(*b*) Without formal qualifications, experience and competencies as prescribed in the Regulations.

[Sub-r. (4) added by GNR.202 of 13 March 2015.]

5. Disqualification of natural persons from registration.-If a natural person who exercises general management or control over the registrant, whether alone or in conjunction with others, becomes disqualified from individual registration in terms of section 46 (3) of the Act, that person must provide the National Credit Regulator and the registrant with notification by completing Form 6 and submitting it within 30 business days of becoming disqualified.

6. Conditions of registration.-The National Credit Regulator may propose any conditions on the registration of an applicant as contemplated in section 48 (3) of the Act by delivering a notice contained in Form 7 to the applicant by hand or registered mail.

7. Review of conditions of registration.-A registrant may on application to the National Credit Regulator in terms of section 49 (1) (*a*) of the Act, apply for the review or variation of any condition of registration by submitting:

(*a*) a completed Form 8; and

(*b*) the application fee as set out in Schedule 2.

8. Certificate of registration.-A registration certificate or duplicate registration certificate issued in terms of section 52 (1) of the Act must be in Form 9 and must specify the information contained in section 52 (2) as well as the following additional information:

(*a*) identity number of the registrant in the case of a natural person, or the registration number in the case of a juristic person; provided that in the case of a partnership, the words "trading in partnership" must be specified;

(*b*) registration number of the registrant issued by the National Credit Regulator;

(*c*) signature of a duly authorised representative of the National Credit Regulator;

(*d*) certificate number;

(*e*) date on which the certificate was issued.

Part B
Cancellation of registration

9. Voluntary cancellation of registration.-A registrant may voluntarily cancel its registration by submitting a completed Form 10 to the National Credit Regulator.

Part C
Debt counsellor

10. Further criteria for registration as a debt counsellor.-A person who applies for registration as a debt counsellor must meet the following further requirements-

(*a*) Education:

(i) a Grade 12 certificate or equivalent Level 4 qualification issued by the South African Qualifications Authority; and

(ii) successful completion of a debt counselling course approved by the National Credit Regulator and provided by an institution approved by the National Credit Regulator.

(*b*) Experience and Competence:

(i) a minimum of two years working experience in any of the following fields-

(*aa*) consumer protection, complaints resolution or consumer advisory service;

(*bb*) legal or para-legal services;

(*cc*) accounting or financial services;

(*dd*) education or training of individuals;

(*ee*) counselling of individuals; or

(*ff*) general business environment.

(ii) demonstrated ability to:

(*aa*) manage his/her own finances at the time of applying for registration; and

(*bb*) provide counselling or transfer skills.

10A. Payment distribution agent

Criteria for registration as a payment distribution agent

(1) A person who applies for registration as a payment distribution agent in terms of section 44A of the Act must submit to the National Credit Regulator-

(*a*) a completed application in Form 46;

(*b*) any additional information required in the application form; and

(*c*) the applicable application fee as set out in the schedule.

(2) Any person who applies for registration must provide any information required by the National Credit Regulator in terms of section 45 (2), within fifteen (15) business days after the request is delivered to the applicant.

(3) The National Credit Regulator must not register a person as a payment distribution agent unless that person complies with the following requirements-

(*a*) **Education**

(i) maintain and impose appropriate qualification requirements for its employees or contractors who will have authority to represent it in any function of its business of collection and payment distribution;

(ii) a successful payment distribution training programme approved by the National Credit Regulator and provided by an accredited institution;

(iii) a training programme completed within six (6) months after the payment distribution agent has been registered by the National Credit Regulator; and

(iv) comply with the training programme after registration as a payment distribution agent.

(*b*) **Experience**

(i) The payment distribution agency must have an executive director-

(*aa*) responsible for the day to day operations, with five (5) years experience in dealing with the business of collecting, distributing payments, accounting or financial services;

(*bb*) who is a person with good record of managing the finances of a company; and

(*cc*) responsible for the day to day management of applications.

(*c*) **Competence**

(i) A person applying to be registered as a payment distribution agent must-

(*aa*) have sufficient human, financial and operational resources to carry out the functions of payment distribution agent efficiently and effectively;

(*bb*) put in place adequate resources, systems and procedures to carry out the functions of payment distribution efficiently and effectively;

(*cc*) comply with the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003) as amended;

(*dd*) be registered with the South African Revenue Services and have a valid tax clearance certificate;

(*ee*) be a company incorporated in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporations Act, 1984 (Act 69 of 1984) or Cooperatives Act 2005 (Act 14 of 2005);

(*ff*) have a board of directors consisting of not less than three (3) non-executive directors, one of whom must be independent, with qualifications and experience of not less than two (2) years in the accounting, auditing or legal profession;

(*gg*) have a director who-

(i) is not under the age of eighteen (18) years;

(ii) is not subject to an order of mental unfitness or disordered;

(iii) was not removed from office of trust on account of misconduct relating to fraud or the misappropriation of money, whether in the Republic or equivalent jurisdictions;

(iv) was not a director or member of a governing body of an entity at the time that such entity-

(*aa*) was involuntarily deregistered in terms of public Regulation;

(*bb*) brought the consumer credit industry into disrepute; or

(*cc*) acted with disregard for consumer rights generally.

(4) A person applying for registration as a payment distribution agent must not have been convicted during the previous five (5) years, in the Republic or elsewhere, of-

(*a*) theft, fraud, forgery, perjury or an offence under the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004), or comparable legislation of another jurisdiction; and

(*b*) has been sentenced to imprisonment without the option of a fine unless the person has received a grant of amnesty or free pardon for the offence.

(5) A payment distribution-agent must have a minimum capital amount of five million (R5m) for investment in the establishment and operation of the payment distribution agency and proof of this amount must be provided in the form of a bank guaranteed cheque to the National Credit Regulator at the time of application.

(6) A person applying for registration as a payment distribution agent must have sufficient insurance to compensate consumers and credit providers in the event of loss or damage-

(*a*) The compensatory value as stipulated in sub-regulation 10A (6) shall be equivalent to the aggregate amount collected for distribution occasioned by the conduct of the payment distribution agent.

(7) A person applying for registration as a payment distribution agent who conducts a debt counselling business must-

(*a*) demonstrate that the businesses of debt counselling and payment distribution will be operationally independent of each other and managed independently by different persons; and

(*b*) demonstrate that the payment distribution is not made in respect of consumers under debt review in his or her debt counselling business.

Transitional period for a payment distribution agent already registered

(8) A payment distribution agent that is already registered must-

(*a*) commit to train his or her employees in line with the training courses or programmes approved by the National Credit Regulator or with an institution accredited by the National Credit Regulator; and

(*b*) comply to training programme of its employees within a period of six (6) months after he or she has been registered, failure which shall constitute a prohibited conduct in accordance with the Act.

Duties and obligations of a payment distribution agent

(9) Payment distribution agent must-

(*a*) implement, maintain and utilise an electronic payment distribution system that offers the functionality determined by the National Credit Regulator in its conditions of registration and any guidelines that may be issued by the National Credit Regulator from time to time;

(*b*) comply with the reporting requirements to consumers, credit providers, debt counsellors and the National Credit Regulator in the manner and form determined by the National Credit Regulator in its conditions of registration and any guidelines that may be issued by the National Credit Regulator from time to time;

(*c*) on a monthly basis provide a statement to the consumer reflecting the following information-

(i) date of receipt of payment;

(ii) amount of payment received;

(iii) names of the consumer's credit providers who received payments during the relevant month and the actual amounts paid;

(v) undistributed funds;

(vi) outstanding balances under the debt re-arrangement plan, court, or tribunal order as the case may be, reflecting a disclaimer to the effect that the outstanding balances may be adjusted from time to time after the debt counsellor has provided the payment distribution agent with updated transactions from credit providers including, interests;

(vii) fees of the payment distribution agent;

(viii) payments made to the debt counsellor; and

(ix) payments made to the credit providers.

(Editorial Note: Numbering as per original *Government Gazette*.)

(*d*) provide a monthly statement referred to in sub-regulation 8 (*c*), in a manner chosen by the consumer which may be in the form of an e-mail, short message service (sms), multi-media messaging service (mms), fax or written statement;

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "in sub-regulation 8 (*c*)" is intended to be "in sub-regulation (9) (*c*)".)

(*e*) comply with any other requirements that may be imposed by the National Credit Regulator in its conditions of registration and any guidelines that may be issued by the National Credit Regulator from time to time;

(*f*) deposit monies collected from consumers into a trust account opened at a registered bank and distribute the monies to the credit providers and debt counsellors;

(*g*) distribute monies received within five (5) days of receipt, failure which reasons must be submitted to the National Credit Regulator;

(*h*) open a separate trust account with a registered bank into which interest earned on monies collected from consumers is deposited. The National Credit Regulator must-

(i) open a trust account into which all interest earned on monies held by the payment distribution agent is deposited;

(ii) transfer interest accrued from these monies to the trust account stipulated in sub-regulation 10A (9) (*h*) (i) r; and

(Editorial Note: Wording as per original *Government Gazette*.)

(iii) develop a policy on the usage of trust account funds for approval by the Minister of Trade and Industry.

[R. 10A inserted by GNR.202 of 13 March 2015.]

10B. Alternative disputes resolution agent

Criteria for registration as an alternative dispute resolution agent

(1) A person who applies for registration as an alternative dispute resolution agent in terms of section 134A of the Act must submit to the National Credit Regulator-

(*a*) a completed application in Form 47;

(*b*) the applicable registration fee as set out in the schedule; and

(*c*) any additional information required in the application form.

(2) An application for registration as an alternative dispute resolution agent must contain-

(*a*) an overview of an applicant's capabilities and background in providing alternative dispute resolution services including, a description of the applicant's track record in handling the clerical aspects of expedited alternative dispute resolution proceedings, if any;

(*b*) a list of names and qualifications of personnel providing alternative dispute resolution services, whom the applicant for alternative dispute resolution services proposes to include on its list of adjudicators;

(*c*) a description of the screening requirements the applicant for alternative dispute resolution services has used in selecting adjudicators to be included on its list; and

(*d*) an indication whether it intends to make exclusive use of adjudicators who are residents or citizens of the Republic of South Africa;

(*e*) a description of training and educational measures the applicant for alternative dispute resolution services proposes to employ for listed adjudicators with respect to credit related disputes;

(*f*) a commitment by the National Credit Regulator not to prevent or discourage any of its adjudicators from serving as adjudicators for other providers;

(*g*) a proposed schedule for the alternative dispute resolution services, its programme for administering disputes under these Regulations including, a statement regarding the administrative capacity to manage disputes on a monthly basis.

(3) To be accredited as an alternative dispute resolution agent, an applicant must-

(*a*) have a track record and a detailed plan for providing alternative dispute resolution services;

(*b*) propose a list of at least five (5) highly qualified neutral persons from the public and private sectors that are experts in consumer law, credit law, commercial law, cultural, religious and personal rights who have agreed to serve as adjudicators;

(*c*) show how it shall ensure that the listed adjudicators are trained concerning these Regulations;

(*d*) state whether it intends to make exclusive use of adjudicators who are citizens or residents of the Republic of South Africa;

(*e*) indicate a familiarity with international and foreign jurisdictions accredited dispute resolution mechanisms and processes and indicate its plan to provide an international benchmark for a process that is unique to the Republic of South Africa;

(*f*) have a statement of any requested limitations on the number of disputes the alternative dispute resolution agent handles, either during a start-up period or on a permanent basis;

(*g*) have a description of how the alternative dispute resolution agent proposes to administer disputes including, its interactions with parties to the dispute, the National Credit Regulator, and other approved providers; a description of how the alternative dispute resolution agent intends to publish decisions of adjudicators in disputes it administers and a commitment to provide the National Credit Regulator with copies of all decisions of adjudicators not published;

(*h*) demonstrate in its plan that the National Credit Regulator understands these Regulations; and

(*i*) show that both the alternative dispute resolution agent and its panel of adjudicators are representative of women, disabled and historically disadvantaged individuals where such representativeness is assessed in terms of the Codes of Good Practice for Broad Based Black Economic Empowerment, as such Codes may be amended from time to time.

[R. 10B inserted by GNR.202 of 13 March 2015.]

11. Receiving of funds by a debt counsellor.-A debt counselor must not collect and distribute monies on behalf of consumers.

[R. 11 substituted by GNR.202 of 13 March 2015.]

Part D
Compliance procedures

12. Appointment of inspectors and investigators.-The Chief Executive Officer of the National Credit Regulator must issue an inspector or investigator appointed in terms of section 25 of the Act with a certificate prescribed in Form 11.

13. Notice to unregistered persons who are conducting registered activities.-A notice in terms of section 54 (1) of the Act must be in Form 12 and contain the following information in addition to the requirements set out in section 54 (3):

(*a*) the provisions contained in the Act which require that the person or association be registered to engage in that activity;

(*b*) the date of the notice;

(*c*) the section of the Act in terms of which the notice has been issued, together with a description of the section; and

(*d*) a statement of the right to object to the notice in terms of section 56 of the Act.

14. Compliance notice to registrants.-A compliance notice issued in terms of section 55 of the Act must be in Form 13 and contain the following information in addition to the information set out in section 55 (3):

(*a*) the section of the Act in terms of which the notice has been issued, together with a description of the section;

(*b*) the date of the notice;

(*c*) a statement of the right to object to the notice in terms of section 56 of the Act.

15. Objection to notices.-An application to review a notice issued in terms of section 54 or 55 of the Act must be in Form 14.

16. Administrative fines.-(1) For the purposes of section 151 (4) (*b*) of the Act:

(*a*) the annual turnover of a credit bureau is the total amount of fees and income generated during the immediately preceding financial year in respect of activities relating to the National Credit Act undertaken by the credit bureau;

(*b*) the annual turnover of a debt counsellor is the total amount of fees and income generated during the immediately preceding financial year in respect of activities relating to the National Credit Act undertaken by the debt counsellor.

(2) For the purpose of calculating the annual turnover of the previous financial year in respect of subsection 1 above, the National Credit Regulator will require the following information:

(*a*) audited financial statements in the case of a juristic person;

(*b*) in cases where no such financial statements are available, the Chief Executive Officer of the registrant is required to provide a statement to the Tribunal certifying the annual turnover of the registrant based upon all information available at the time that such a statement is made;

(*c*) in cases where no such financial statements are required by law, the statistical returns as set out in Regulation 64.

Part E

[Part E inserted by GNR.202 of 13 March 2015.]

(Editorial Note: Please note that due to discrepancies, the amendment on pages 27 and 28 of Government Notice R.202 published in *Government Gazette* 38557 has been effected according to guidelines provided by the Department of Trade and Industry.)

Requirements and standards for training for registrants.-(1) Payment distribution agent must be trained in the following areas:

(*a*) risk management and fraud prevention;

(*b*) the National Credit Act;

(*c*) financial management;

(*d*) accounting;

(*e*) business management;

(*f*) customer service;

(*g*) governance and compliance; and

(*h*) computer literacy.

(2) Credit providers must be trained in the following areas:

(*a*) National Credit Act;

(*b*) governance and compliance;

(*c*) customer service;

(*d*) risk management;

(*e*) computer literacy;

(*f*) financial management;

(*g*) business management; and

(*h*) economics.

(3) Debt counselors must be trained on the National Credit Act and on the basic principles of the following areas:

(*a*) financial management;

(*b*) business management;

(*c*) customer service;

(*d*) debt counseling;

(*e*) economics;

(*f*) governance and compliance;

(*g*) accounting; and

(*h*) bookkeeping.

(4) Alternative Dispute Resolution Agent must be trained on the National Credit Act, Consumer Protection Act and on the basic principles of the following areas:

(*a*) Alternative dispute resolution;

(*b*) financial management;

(*c*) business management;

(*d*) governance and compliance;

(*e*) customer service.

CHAPTER 3
CONSUMER CREDIT POLICY

Part A
Credit information

17. Retention periods for credit bureau information.-(1) The consumer credit information as per the following table must be displayed and used for purposes of credit scoring or credit assessment for a maximum period from the date of the event, as indicated:

Categories of Consumer Credit Information	*Description*	*Maximum Period*
1. Details and results of complaints lodged by consumers	Number and nature of complaints lodged and whether a complaint was rejected. No information may be displayed on complaints that were upheld	6 months
2. Enquiries	Number of enquiries made on a consumer's record, including the name of the entity/person who made the enquiry and a contact person if available	1 year
3. Payment Profile	Factual information pertaining to the payment profile of the consumer	5 years
4. Adverse classifications of enforcement action	Classification related to enforcement action taken by a credit provider	1 year or within the period prescribed in section 71A
5. Adverse classifications of consumer behaviour	Subjective classifications of consumer behaviour	1 year or within the period prescribed in section 71A
6. Debt Restructuring	As per section 86 of the Act, an order given by the Court or Tribunal	Within the period prescribed in section 71 (1) of the Act or until a clearance certificate is issued
7. Civil court judgments	Civil court judgments including default judgments	The earlier of 5 years or until the judgment is rescinded by a court or abandoned by the credit provider in terms of section 86 of the Magistrates Courts Act 32 of 1944 or within the period prescribed in section 71A of the Act
8. Maintenance judgments		

	in terms of the Maintenance Act 99 of 1998	As per the court judgment	until the judgment is rescinded by a court
9.	Sequestration order	As per court order	5 years or until rehabilitation order is granted
10.	Rehabilitation order	As per court order	5 years
11.	Administration Order	As per the court order	5 years or until order is rescinded by court

[R. 17 amended by GNR.1209 of 2006 and substituted by GNR.202 of 13 March 2015.]

18. Maintenance and retention of consumer credit information by credit bureaux.-(1) Records of consumer credit information must be maintained in accordance with the following standards:

(*a*) identified by the consumer's identity number or passport number, or where no identity number or passport number is available for a particular person, any other reasonable method to identify the record;

(*b*) collected, processed and distributed in a manner that ensures that the records remain confidential and secure;

(*c*) protected against accidental, unlawful destruction and unlawful intrusion;

(*d*) protected against loss or wrongful alteration, and

(*e*) protected against unauthorised disclosure or access by any unauthorised person.

(2) The credit bureau must take all reasonable steps to ensure that all records are kept up to date.

(3) Consumer credit information relating to the following subjects may not be contained on the records of the credit bureau:

(*a*) race;

(*b*) political affiliation;

(*c*) medical status or history;

(*d*) religion or thought, belief or opinion;

(*e*) sexual orientation, except to the extent that such information is self-evident from the record of the consumer's marital status and list of family members; and

(*f*) membership of a trade union, except to the extent that such information is self- evident from the record of the consumer's employment information.

(4) The prescribed purposes, other than for purposes contemplated in the Act, for which a report may be issued in terms of section 70 (2) (*g*), are:

(*a*) an investigation into fraud, corruption or theft, provided that the South African Police Service or any other statutory enforcement agency conducts such an investigation;

(*b*) fraud detection and fraud prevention services;

(*c*) considering a candidate for employment in a position that requires honesty in dealing with cash or finances;

[Para. (*c*) substituted by GNR.202 of 13 March 2015.]

(*d*) an assessment of the debtor's book of a business for the purposes of:

(i) the sale of the business or debtors book of that business; or

(ii) any other transaction that is dependant upon determining the value of the business or debtors book of that business;

(*e*) setting a limit in respect of the supply of goods, services or utilities;

[Para. (*e*) amended by GNR.1209 of 2006.]

(*f*) assessing an application for insurance;

(*g*) verifying educational qualifications and employment;

(*h*) obtaining consumer information to distribute unclaimed funds, including pension funds and insurance claims;

(*i*) tracing a consumer by a credit provider in respect of a credit agreement entered into between the consumer and the credit provider;

(*j*) developing a credit scoring system by a credit provider or credit bureau;

(5) Should a report be required for a purpose set out in sub-regulation (4) (*c*) or (*e*) to (*g*), the consent of the consumer must be obtained prior to the report being requested;

(6) In addition to the consumer credit information contemplated in section 70 (1) of the Act, a registered credit bureau may receive, compile and report only the following information in respect of a consumer:

(*a*) status and history of outstanding obligations and payments in respect of goods, services or utilities supplied to consumers;

[Para. (*a*) amended by GNR.1209 of 2006.]

(*b*) information that is relevant for the purpose of credit fraud detection and prevention;

(*c*) payments made by a consumer in respect of a debt, where the debt has been ceded or sold by the credit provider to another party;

(*d*) information that is not related to and not intended for the purpose of providing consumer credit, provided that the consumer's consent has been obtained to use the information for such purpose and to submit, compile and report such information;

(7) In addition to the sources of consumer credit information contemplated in section 70 (2) of the Act, a registered credit bureau may receive consumer credit information in respect of a consumer from any person, provided the originating source of the information is one of the following persons:

(*a*) An organ of state, a court or judicial officer;

(*b*) Any person who supplies goods, services or utilities to consumers, whether for cash or on credit;

[Para. (*b*) amended by GNR.1209 of 2006.]

(*c*) A person providing long term and short term insurance;

(*d*) Entities involved in fraud investigation;

(*e*) Educational institutions;

(*f*) Debt collectors to whom book debt was ceded or sold by a credit provider;

(*g*) Other registered credit bureaux.

(8) The maximum fees that may be charged for assessing and inspecting any file or information as contemplated in section 72 (1) (*b*) (ii) of the Act is set out in Schedule 2.

19. Submission of consumer credit information to credit bureau.-(1) The information submitted to a credit bureau must contain the following information in respect of a consumer:

(*a*) Initials and surname or full names and surname;

(*b*) SA identity number, or if the consumer does not have an identity number, the passport number and date of birth;

(2) In as far as it is available, the following information should be included when consumer information is submitted to a credit bureau:

(*a*) Residential address and telephone number,

(*b*) Details of employer and place of work, if self employed or unemployed, a statement to that effect.

(3) All sources of information as set out in section 70 (2) of the Act and Regulation 18 (7) must take reasonable steps to ensure that the information reported to the credit bureau is accurate, up-to-date, relevant, complete, valid and not duplicated.

(4) All sources of information as set out in section 70 (2) of the Act and Regulation 18 (7) must give the consumer at least 20 business days notice of its intention to submit the following adverse information concerning that person to a credit bureau:

(*a*) classification of consumer behaviour, including classifications such as 'delinquent', 'default', 'slow paying', 'absconded' or 'not contactable';

(*b*) classifications related to enforcement action taken by the credit provider, including classifications such as handed over for collection or recovery, legal action, or write-off.

(5) No source of information as set out in section 70 (2) of the Act and Regulation 18 (7) may submit information to a credit bureau that has prescribed in terms of the Prescription Act 68 of 1969.

(6) No source of information as set out in section 70 (2) of the Act and regulation 18 (7) may submit adverse or other information to a credit bureau in respect of a debt that has prescribed in terms of the Prescription Act 68 of 1998.

[Sub-r. (6) added by GNR.202 of 13 March 2015.]

(7) No source of information shall submit consumer credit information comprising adverse information to a credit bureau, unless the required minimum monthly or such other instalment payments have not been paid for a minimum period of at least three (3) consecutive billing cycles.

[Sub-r. (7) added by GNR.202 of 13 March 2015.]

(8) No source of information shall submit consumer credit information comprising adverse information to a credit bureau without giving the consumer the notice contemplated in regulation 19 (4).

[Sub-r. (8) added by GNR.202 of 13 March 2015.]

(9) No source of information shall submit consumer credit information comprising adverse information if any arrears owing on an account are settled within the period of the notice contemplated in regulation 19 (4) or if the consumer has disputed liability for the outstanding amounts, within the period contemplated in regulation 20 (2).

[Sub-r. (9) added by GNR.202 of 13 March 2015.]

(10) Upon settlement of the amount in arrears which forms the subject matter of the adverse information, the source of data must in its next data of submission to the credit bureaus, advise such credit bureaus that the arrear amounts have been settled, the credit bureau must update the consumer's credit records within seven (7) days of being notified as such.

[Sub-r. (10) added by GNR.202 of 13 March 2015.]

(11) Upon the settlement of the capital amount of a judgment debt and administration order, the source of data must advise the credit bureaus that the judgment or order has been settled within the period prescribed in section 71 (A) of the Act and the credit bureaus must update the consumer's credit record within seven (7) days of being notified.

[Sub-r. (11) added by GNR.202 of 13 March 2015.]

(12) A consumer credit record may not be accessed by an employment agency, recruitment consultant, staffing company or employer unless they certify that any and all requests for consumer credit records relate to positions requiring honesty in dealing with cash or finances and the job descriptions of such positions are clearly outlined.

[Sub-r. (12) added by GNR.202 of 13 March 2015.]

(13) A credit provider must submit credit information to the credit bureaus in the manner and form prescribed by the National Credit Regulator through conditions of registration and any guidelines that may be issued by the National Credit Regulator from time to time.

[Sub-r. (13) added by GNR.202 of 13 March 2015.]

Part B
Consumer rights

20. Right to access and challenge credit records and information.-(1) When a consumer requests a credit report, the report must disclose the same information that will be displayed to other parties when such report is provided.

(2) If the accuracy of the consumer credit information has been challenged by a consumer in terms of section 72 (3) (*a*) and (*b*) of the Act, the person to whom the challenge has been made must take the steps set out in section 72 (3) within 20 business days after the filing of the challenge.

(3) If the information is removed in terms of section 72 (3) (*b*), the credit bureau must inform the consumer and all parties to whom the information has been reported in the previous 20 business days as well as all other registered credit bureaux.

Part C
Credit marketing practices

21. Required content for advertising practices.-(1) If an advertisement refers only to the availability of credit, and no reference is made to costs, interest rate or monthly instalment, no further disclosure of cost of credit, interest rate or monthly repayment is required.

(2) If an advertisement discloses only the interest rate or the maximum and minimum rates where a range is applicable and no reference is made to other costs of credit, no further information has to be disclosed, but the advertisement must indicate that an initiation fee and service fee will be charged, if applicable;

(3) If an advertisement, other than an advertisement referred to in sub-regulation (2), discloses a monthly instalment, or any other cost of credit, the advertisement must also disclose the following:

(*a*) instalment amount;

(*b*) number of instalments;

(*c*) total amount of all instalments, including interest, fees and compulsory insurance;

(*d*) interest rate; and

(*e*) residual or final amount payable (if any)

(4) A statement of comparison of credit cost, as described in section 76 (4) (*d*) of the Act, must contain all the information as set out in sub-regulation (3), for each alternative being compared.

(5) If an advertisement is for specific goods to be purchased on credit, services to be rendered on credit or a specific amount of credit obtainable and reference is made to repayment amounts or cost of credit, all the information as contained in sub-regulation (3) must also be disclosed.

(6) Any of the following statements or phrases, or any wording that has substantially the same meaning, may not form part of any advertisement or direct solicitation for credit-

(*a*) "no credit checks required";

(*b*) "blacklisted consumers welcome";

(*c*) "free credit"

(7) If any of the following qualitative statements to the cost of credit or any wording that has substantially the same meaning, is made,

(*a*) "cheap credit";

(*b*) "affordable credit";

(*c*) "low cost credit" specific information must be disclosed on the cost of credit, as per sub-regulation (2) or sub-regulation (3).

(8) A direct solicitation may not contain the expressions "loan guaranteed", "pre-approved" or similar statements except when the credit granted is not subject to any credit assessment after acceptance by the consumer.

22. Required format for advertising practices.-(1) The information required to be disclosed in terms of regulation 21 (2) and 21 (3) must be:

(*a*) of no smaller font size than the average font size used in the advertisement;

(*b*) displayed together.

(2) The disclosure of the information in terms of regulation 21 (2) and 21 (3) for purposes of television advertisements may be a combination of visual and audio disclosure provided that equal prominence is given to all the information required, equivalent to the prominence given to all other elements of the advertisement.

(3) Audio advertisements must provide equal prominence to all the information to be disclosed in terms of regulation 21 (2) and 21 (3), equivalent to the prominence given to all other elements of the advertisement.

Part D
Over-indebtedness, reckless lending and debt counselling

23. Reckless lending.-Any credit extended in terms of-

(*a*) a school loan or a student loan;

(*b*) an emergency loan;

(*c*) a public interest credit agreement;

must be reported by the credit provider to the National Credit Register within 30 business days of signature thereof, alternatively at the end of the month in which the agreement was concluded, by completing and submitting Form 15.

23A. Criteria to conduct affordability assessment

Application

(1) These Regulations apply to-

(*a*) current, prospective and joint consumers;

(*b*) all credit providers; and

(*c*) all credit agreements to which this Act applies, subject to regulation 2.

(2) These Regulations do not apply to a credit agreement in respect of which the consumer is a juristic person and do not apply to-

(*a*) a developmental credit agreement;

(*b*) a school loan or a student loan;

(*c*) a public interest credit agreement;

(*d*) a pawn transaction;

(*e*) an incidental credit agreement;

(*f*) an emergency loan;

(*g*) a temporary increase in the credit limit under a credit facility;

(*h*) a unilateral credit limit increase in terms of sections 119 (1) (*c*); 119 (4); and 119 (5) of the Act under a credit facility;

(*i*) a pre-existing credit agreement in terms of Schedule 3 Item 4 (2) of the Act;

(*j*) any change to a credit agreement and/or any deferral or waiver of an amount under an existing credit agreement in accordance with section 95 of the Act; and

(*k*) mortgage credit agreements that qualify for the Finance Linked Subsidy Programs developed by the Department of Human Settlements and credit advanced for housing that falls within the threshold set from time to time.

Existing financial means and prospects

(3) A credit provider must take practicable steps to assess the consumer or joint consumer's discretionary income to determine whether the consumer has the financial means and prospects to pay the proposed credit instalments.

(4) A credit provider must take practicable steps to validate gross income, in relation to-

(*a*) consumers that receive a salary from an employer-

(i) latest three (3) payslips; or

(ii) latest bank statements showing latest three (3) salary deposits;

(*b*) consumers that do not receive a salary as contemplated in (*a*) above by requiring-

(i) latest three (3) documented proof of income; or

(ii) latest three (3) months bank statements;

(*c*) consumers that are self-employed, informally employed or employed in a way through which they do not receive a payslip or proof of income as contemplated in (*a*) or (*b*) above by requiring-

(i) latest three (3) months bank statements; or

(ii) latest financial statements.

(5) Where the consumer's monthly gross income shows material variance, the average gross income over the period of not less than three (3) pay periods preceding the credit application must be utilised.

(6) The consumer must accurately disclose to the credit provider all financial obligations to enable the credit provider to conduct the affordability assessment.

(7) The consumer must provide authentic documentation to the credit provider to enable the credit provider to conduct the affordability assessment.

Existing financial obligations

(8) A credit provider must make a calculation of the consumer's existing financial means, prospects and obligations as envisaged in sections 78 (3) and 81 (2) (*a*) (iii) of the Act.

(9) The credit provider must utilise the minimum expense norms table below, broken down by monthly gross income when calculating the existing financial obligations of consumers.

(10) The methodology in the table requires for-

(*a*) credit providers to ascertain gross income;

(*b*) statutory deductions and minimum living expenses to be deducted to arrive at a net income, which must be allocated for payment of debt instalments; and

(*c*) when existing debt obligations are taken into account, the credit provider must calculate discretionary income to enable the consumer to satisfy any new debt.

Table 1: **Minimum Expense Norms**

Minimum	*Maximum*	*Minimum monthly Fixed Factor*	*Monthly Fixed Factor = % of Income Above Band minimum*
R0.00	R800.00	R0.00	100%
R800.01	R6,250.00	R800.00	6.75%
R6,250.01	R25,000.00	R1,167.88	9.00%
R25,000.01	R50,000.00	R2,855.38	8.20%
R50,000.01	Unlimited	R4,905.38	6.75%

(11) The credit provider may however on an exceptional basis, where justified, accept the consumer's declared minimum expenses which are lower than those set out in table 1 provided the questionnaire set out in the Schedule, as issued from time to time, is completed by the consumer or joint consumers.

(12) When conducting the affordability assessment, the credit provider must-

(*a*) calculate the consumer's discretionary income;

(*b*) take into account all monthly debt repayment obligations in terms of credit agreements as reflected on the consumer's credit profile held by a registered credit bureau; and

(*c*) take into account maintenance obligations and other necessary expenses.

Debt re-payment history as a Consumer under Credit Agreements

(13) A credit provider must take into account the consumer's debt repayment history as a consumer under credit agreements, as envisaged in section 81 (2) (*a*) and must ensure that this requirement is performed-

(*a*) within seven (7) business days immediately prior to the initial approval of credit or the increasing of an existing credit limit; and

(*b*) within fourteen (14) business days with regards to mortgages.

Avoiding double counting in calculating the Discretionary Income

(14) Where a credit agreement is entered into on a substitutionary basis in order to settle off one or more existing credit agreement, a credit provider must-

(*a*) record that the credit being applied for is to replace other existing credit agreement/s; and

(*b*) take practicable steps to ensure that such credit is properly used for such purposes.

Disclosure of the credit cost multiple and the total cost of credit

(15) A credit provider must-

(*a*) disclose to the consumer the credit cost multiple and total cost of credit in the pre-agreement statement and quotation;

(*b*) ensure that the credit cost multiple disclosures for credit facilities is based on one year of full utilisation up to the credit limit proposed;

(*c*) ensure that the attention of the prospective consumer is drawn to the credit cost multiple and that the cost of credit as disclosed, is understood by the prospective consumer;

(*d*) disclose a total cost of credit which includes but not limited to, the following items-

(i) the principal debt;

(ii) interest;

(iii) initiation fee, if any;

(iv) service fee aggregated to the life of a loan; and

(v) credit insurance aggregated to the life of a loan, as set out in section 106 of the Act.

Outcome of Affordability Assessment

(16) A consumer who is aggrieved by the outcome of affordability assessment may at any time lodge a complaint in terms of section 134 or 136 with the credit provider for dispute resolution.

(17) The credit provider must attempt to resolve the complaint within fourteen (14) business days after receiving notification of the complaint from the ombud in terms of section 134.

(18) If the grievance is not addressed by the credit provider within the period referred to in sub-regulation 10A (15) above, the consumer can approach the National Credit Regulator.

(19) The National Credit Regulator must resolve the complaint within seven (7) business days.

(20) If the National Credit Regulator issues a notice of non-referral in response to a complaint, the consumer may refer the matter directly to the National Consumer Tribunal, subject to its rules of procedure.

[R. 23A inserted by GNR.202 of 13 March 2015.]

24. Application for debt review.-(1) A consumer who wishes to apply to a debt counsellor to be declared over-indebted must:

(*a*) Submit to the debt counsellor a completed Form 16; or

(*b*) Provide the debt counsellor with the following information:

(i) personal details, including:

(*aa*) name, initials and surname; identity number, if the consumer does not have an identity number, the passport number and date of birth;

(*bb*) postal and physical address;

(*cc*) contact details.

(ii) all income, inclusive of employment income and other sources of income (specify).

(iii) monthly expenses, inclusive of, but not limited to:

(*aa*) taxes;

(*bb*) unemployment insurance fund;

(*cc*) pension;

(*dd*) medical aid;

(*ee*) insurance;

(*ff*) court orders;

(*gg*) other (specify).

(iv) List of all debts, disclosing monthly commitment, total balance outstanding, original amount and amount in arrears (if applicable) inclusive of, but not limited to:

(*aa*) home loans;

(*bb*) furniture retail;

(*cc*) clothing retail;

(*dd*) personal loans;

(*ee*) credit card;

(*ff*) overdraft;

(*gg*) educational loans;

(*hh*) business loans;

(*ii*) car finances and leases;

(*jj*) sureties signed;

(*kk*) other (specify).

(v) Living expenses, inclusive of, but not limited to:

(*aa*) groceries;

(*bb*) utility and continuous service;

(*cc*) school fees;

(*dd*) transport costs;

(*ee*) other (specify).

(vi) A declaration and undertaking to commit to the debt restructuring.

(vii) A consent that a credit bureau check may be done.

(viii) Confirmation that the information is true and correct.

(*c*) Submit to the debt counsellor the documents specified in Form 16.

(*d*) Pay the debt counsellor's fee, if any, provided that such fee may not exceed the maximum fee prescribed in Schedule 2.

(2) Within five business days after receiving an application for debt review in terms of section 86 (1) of the Act, a debt counsellor must deliver a completed Form 17.1 to all credit providers that are listed in the application and every registered credit bureau.

(3) The debt counsellor must verify the information provided in terms of subsection (1) above by requesting documentary proof from the consumer, contacting the relevant credit provider or employer or any other method of verification.

(4) In the event that a credit provider fails to provide a debt counsellor with corrected information within five business days of such verification being requested, the debt counsellor may accept the information provided by the consumer as being correct.

(5) A notice contemplated in sub-regulation (2) must be sent by fax, registered mail or e-mail provided that the debt counsellor keeps a record of the date, time and manner of delivery of the notice.

(6) Within 30 business days after receiving an application in terms of section 86 (1) of the Act, a debt counsellor must make a determination in terms of section 86 (6).

(7) When assessing the consumer's application in terms of section 86 (6) (*a*) of the Act, the debt counsellor must refer to section 79 and further consider the following:

(*a*) A consumer is over-indebted if his/her total monthly debt payments exceed the balance derived by deducting his/her minimum living expenses from his/her net income;

(*b*) Net income is calculated by deducting from the gross income, statutory deductions and other deductions that are made as a condition of employment;

(*c*) Minimum living expenses are based upon a budget provided by the consumer, adjusted by the debt counsellor with reference to guidelines issued by the National Credit Regulator.

(8) In making a determination that a particular debt is reckless, as per section 86 (6) (*b*) of the Act, a debt counsellor must refer to section 80 of the Act and further consider the following;

(*a*) the level of indebtedness of the consumer after that particular agreement was entered into; and

(*b*) whether, when that particular credit agreement was entered into, the total debt obligations including the new agreement exceeded the net income reduced by minimum living expenses;

(*c*) the consumers' bank statement, salary or wage advice and records obtained from a credit bureau;

(*d*) any guidelines published by the National Credit Regulator proposing evaluative mechanisms, models and procedures in terms of section 82 of the Act;

(9) Any arrangement made by the debt counsellor with credit providers must be reduced to writing and signed by all credit providers mentioned, the debt counsellor and the consumer.

(10) After completion of the assessment, the debt counsellor must submit form 17.2 to all the affected credit providers and all registered credit bureaux within 5 business days;

(11) When making a determination in terms of sections 79 (3) (*b*) (ii) and 80 (3) (*b*) (ii), the value of a credit guarantee is 0.

25. Letter of rejection.-If a debt counsellor finds that a consumer is not over-indebted and makes a finding in terms of section 86 (7) (*a*) of the Act, the debt counsellor must provide the consumer with a letter of rejection, containing the following information:

(1) Consumer's full names, surname and identity number, if the consumer does not have an identity number, the passport and date of birth;

(2) Name, contact details and NCR registration number of debt counsellor;

(3) The basis for finding the consumer not to be over-indebted, including-

(*a*) calculated income considered;

(*b*) statutory and other deductions considered;

(*c*) living expenses considered;

(*d*) other debts considered.

(4) A copy of the assessment form;

(5) A statement advising the consumer of his/her right to approach the court in terms of section 86 (9) within 20 business days for an order to be declared over-indebted, have agreements declared reckless and/or restructuring of his/her debt obligations;

(6) A statement advising the consumer that the application for debt review will be removed from all registered credit bureaux within 5 business days which will result in credit providers being entitled to take legal steps against the consumer.

26. Debt restructuring by court order.-(1) An application in terms of section 86 (9) of the Act must be submitted to court within 20 business days after the debt counsellor has provided the consumer with a letter of rejection.

(2) The court may on application by the consumer and good cause shown, extend the 20 business day period.

(3) When making an application as contemplated in section 86 (9), a consumer must complete Form 18.

27. Clearance Certificate.-A debt counsellor must issue a clearance certificate in Form 19 if the consumer has fully satisfied all the debt obligations under every credit agreement that was subject to the debt re-arrangement order or agreement, in accordance with that order or agreement

CHAPTER 4
CONSUMER CREDIT AGREEMENTS

Part A
Pre-agreement disclosure

28. Pre-agreement statement and quotation for small agreements.-(1) The pre-agreement statement and quotation given to a consumer in terms of section 92 (1) of the Act must comply with the following requirements:

(*a*) The pre-agreement statement and quotation may be contained in one document or in two separate documents;

(*b*) The pre-agreement statement and quotation must be in the format set out in Form 20;

(*c*) For purposes of electronic or telephone originated pre-agreement statements and quotation for small agreements, the electromagnetic recording and transcribing of documents will be sufficient, provided that the consumer is supplied with copies of the documents within a reasonable time.

(2) If any section of the pre-agreement statement and quotation as prescribed in this section does not apply to the particular type of credit agreement, such section may be omitted from the statement.

(3) If any category of fee or charge that is provided for is not levied by the credit provider, or if no security, insurance or similar requirements are made by the credit provider, the sections dealing with such matters may be omitted.

(4) The following definitions will apply to Form 20, in respect of credit facilities that meet the criteria for small agreements:

(*a*) Credit advanced must reflect the total value of the credit facility;

(*b*) Instalment must reflect the minimum instalment required per the agreement, on the assumption that the total amount of the facility is utilized on the first day of the agreement; and

(*c*) Total of all instalments must reflect the total of all instalments plus the full repayment of the facility at the end of 12 months or at the end of the term of the agreement, whichever is the earliest.

29. Pre-agreement statement and quotation for intermediate or large agreements.-(1) The quotation given to the consumer in terms of section 92 (2) of the Act must comply with the following requirements:

(*a*) the quotation must be in the format set out in Form 20.1, or may be in the format of Form 20 if the Credit Provider provides both small and intermediate credit agreements with similar features, or in any other form complying with (*c*) and (*d*) below;

(*b*) the quotation may be contained in the same document as the pre-agreement statement or in a separate document, provided that if the quotation is included in the same document as the pre-agreement statement, the quotation must be on the first page of that document;

(*c*) the quotation must be in a bordered text box and headed "Quotation";

(*d*) the information required to be disclosed in the quotation is:

(i) principal debt;

(ii) proposed distribution of principal debt with reference to items listed in section 102 (1) (*b*) to (*f*) of the Act and specify any other;

(iii) other ongoing credit costs;

(iv) service fee and whether it is paid monthly, annually or on any other basis as prescribed in section 101 (1) (*c*) of the Act;

(v) initiation fee;

(vi) rand value of interest;

(vii) residual or final amount payable (if any);

(viii) total cost of the proposed agreement;

(ix) annual interest rate;

(x) state the basis for any costs payable under section 121 (3) (*b*) (i) of the Act, if applicable;

(xi) state the reasonable rental to be charged in terms of section 121 (3) (*b*) (ii) of the Act if applicable;

(xii) Number of instalments to be paid;

(xiii) Instalment amount.

(2) For purposes of electronic or telephone originated quotation or pre-agreement statement for intermediate and large agreements, the electromagnetic recording and subsequent transcribing of the quote or pre-agreement statement will be sufficient, provided that the consumer is supplied with a copy of the quote or pre-agreement statement within a reasonable time.

(3) The following definitions will apply to Form 20.1, in respect of credit facilities-

(*a*) Credit advanced must reflect the total value of the credit facility;

(*b*) Instalment must reflect the minimum instalment required per the agreement, on the assumption that the total amount of the facility is utilized on the first day of the agreement; and

(*c*) Total amount repayable per Part C must reflect the total of all instalments plus the full repayment of the facility at the end of 12 months or at the end of the term of the agreement, whichever is the earliest.

Part B
Form of credit agreements

30. Prescribed form for small agreements.-(1) A document that records a small credit agreement must contain all the information as reflected in Form 20.2.

(2) The information listed in From 20.2 may be disclosed in the order of choice of the credit provider.

(3) For purposes of electronic or telephone originated small agreements, the electromagnetic recording and transcribing of the agreement will be sufficient, provided that the consumer is supplied with a copy of the agreement within a reasonable time.

31. Requirements for intermediate or large agreements.-(1) The following requirements are prescribed in terms of section 93 of the Act in respect of all categories of intermediate and large agreements including developmental credit agreements:

(*a*) All the information that is disclosed in a credit agreement must be comprehensive, clear, concise and in plain language;

(*b*) The credit agreement may be set out in one or more documents, provided that if it is set out in more than one document, the document signed by the consumer, must incorporate all other documents by clear reference and a copy of all documents must be given to the consumer;

(*c*) The lettering of the credit agreement must be legible and clear enough to ensure that it remains legible and clear if photocopied or faxed;

(*d*) The lettering of the matters that are required to be disclosed in terms of sub- regulation (2) must be given equal prominence to the body of the rest of the document;

(*e*) If the quotation does not form part of the credit agreement, the information that is required to be disclosed in the quotation must be disclosed in the credit agreement on the first page of the agreement in a bordered tabular format titled "Cost of Credit";

(*f*) In the Cost of Credit table, the credit provider must also disclose the information prescribed in sub-regulation (2) (*j*) and (*k*).

(2) Intermediate and large agreements must contain the following information, if applicable:

(*a*) The type of agreement;

(*b*) The credit provider's name, contact details and registration number with the National Credit Regulator;

(*c*) Cost of credit reflecting the following:

(i) The amount of the principal debt, including the amount deferred in terms of the credit agreement as well as the nature and amount of the following fees and charges where they have been included in the principal debt in terms of the credit agreement:

(*aa*) the cost of an extended warranty agreement;

(*bb*) delivery, installation and initial fuelling charges, limited to the actual cost of these items;

(*cc*) connection fees, levies or charges;

(*dd*) taxes, license or registration fees.

(ii) If the amount deferred in terms of the credit agreement is not ascertainable, the maximum amount deferrable;

(iii) The proposed distribution of the principal debt and to whom each amount is to be paid;

(iv) If the distribution of the amount deferred in terms of the credit agreement is subject to conditions, such conditions;

(v) If the credit is provided by the supplier of goods, immovable property or services, the cash price of such goods, immovable property or services.

(vi) The amount of any initiation fee;

(vii) The option of having the initiation fee paid upfront;

(viii) The amount of any service fee;

(ix) The basis upon which service fee is payable, if annual, an indication that it will be added to the outstanding balance;

(x) The annual rate at which interest is levied in respect of the agreement, expressed as a percentage and calculated in accordance with Regulation 40;

(xi) The rand amount of interest charges over the term of the agreement, based on the rate at inception of the agreement in the case of a variable interest rate;

(xii) Whether the interest rate is fixed or variable, and if variable, the reference rate to which the interest rate is fixed;

(xiii) The nature of any insurance contract entered into, pursuant to section 106 of the Act;

(xiv) The nature of any additional insurance contract entered into, pursuant to section 106 of the Act;

(xv) The cost to the consumer of the insurance provided;

(xvi) The amount of any fee, commission, remuneration or benefit receivable by the credit provider or any other person in relation to the insurance;

(xvii) The consumer's right to waive a policy proposed by the credit provider and substitute a policy of the consumer's own choice, subject to section 106 of the Act;

(xviii) The cost of additional insurance and whether such cost is charged by monthly or annual premiums;

(xix) The amount of any default administration charges which may be imposed on default by the consumer or the manner in which such charges will be calculated;

(xx) The circumstances in which such default administration charges will be imposed;

(xxi) The amount of any collection costs which may be charged in respect of the enforcement of a consumer's monetary obligations in terms of the credit agreement or the manner in which such costs will be calculated;

(xxii) The circumstances in which such collection costs will be charged.

(*d*) All fees levied by the credit provider must be disclosed in the agreement together with the date on which they will be levied and any other information relating to the charging of such fees;

(*e*) If the amounts that have to be disclosed are not ascertainable, the credit provider must disclose such amounts based on estimated information, provided that such estimates are reasonable in the circumstances of the proposed credit agreement;

(*f*) If the amounts disclosed are based on estimated information, the credit provider must clearly disclose this to the consumer by indicating which amounts are based on estimated information and disclosing such estimated information;

(*g*) The sum of the amounts disclosed in respect of the initiation fee, service fee, interest and cost of credit insurance, provided that, to the extent that any amount is not ascertainable, the credit provider must clearly indicate the method of calculating the amount;

(*h*) The sum of the principal debt, initiation fee, service fee, interest and cost of credit insurance, provided that, to the extent that any amount is not ascertainable, the credit provider must clearly indicate the method of calculating the amount;

(*i*) If the interest rate or credit fees and charges that are payable in terms of the agreement may be changed, a statement to that effect must be disclosed together with the manner and the timeframes within which the consumer must be notified of any changes to the interest rate or fees and charges in accordance with section 104 of the Act;

(*j*) The amount of the repayment(s) or if not a fixed or determinable amount, the method of calculating the repayment amount;

(*k*) If fixed or determinable-

(i) the number of repayments;

(ii) the frequency of the repayments;

(iii) when the first repayment is due;

(iv) if all repayment amounts are not equal, how will they differ;

(v) the total amount of all repayments;

(vi) the term or duration of the agreement;

(*l*) The frequency with which the consumer will be provided with a statement of account;

(*m*) The manner in which the statement will be provided;

(*n*) If the credit provider has taken any form of security or mortgage in respect of the repayment of the loan, a description of the security or asset mortgaged;

(*o*) Details of the implications of default by the consumer;

(*p*) Details of the process that will be followed on default;

(*q*) A statement notifying the consumer as comprehensively as reasonably possible about the information sharing practices in credit reporting, which must contain the following information:

(i) confirmation by the consumer that the credit provider may transmit to the credit bureau data about the application, opening and termination of an account;

(ii) the fact that information on non-compliance with terms and conditions of the credit agreement is transferred to the credit bureau;

(iii) the name and contact details of the credit bureau or credit bureaux to which the information is transferred;

(iv) the fact that the credit bureau provides a credit profile and possibly a credit score on credit worthiness of the person subject to the record;

(*r*) A statement of the consumer's right to:

(i) contact the credit bureau;

(ii) have the credit record disclosed; and

(iii) correct inaccurate information;

(*s*) If applicable, the consumer's right to rescind the credit agreement in terms of section 121 of the Act;

(*t*) The right of the consumer to terminate the credit agreement in terms of section 122 of the Act;

(*u*) A statement of the consumer's or guarantor's right to settle the agreement together with an explanation of the manner in which the amount required to settle the credit agreement is calculated in terms of section 125 of the Act;

(*v*) The right of the credit provider to terminate the credit agreement in terms of section 123 of the Act;

(*w*) A statement of the consumer's rights to:

(i) resolve a complaint by way of alternative dispute resolution;

(ii) file a complaint with the National Credit Regulator, or

(iii) make an application to the Tribunal;

(*x*) If applicable, the consumer's obligations to disclose the location of goods in terms of section 97 of the

Act;

(*y*) If applicable, the consumer's right to surrender goods in terms of section 127 of the Act together with a description of the process to be followed in surrendering goods in terms of section 127 of the Act;

(*z*) If applicable and as prescribed in terms of section 94 of the Act, the contact number at which a consumer may report the loss or theft of a card, personal identification number or other device and the extent of the consumer's liability for purchases charged to that facility after the card, personal identification code or number or other device has been lost or stolen;

(*AA*) A statement of the consumer's right to prepay any amount under a credit agreement in terms of section 126 of the Act;

(*BB*) A statement of the consumer's right to apply to a debt counsellor to be declared over-indebted in terms of section 86 of the Act, and the process to be followed;

(*CC*) Contact details of the National Credit Regulator and the Tribunal, and in the case of the credit provider being a regulated financial institution, the contact details of the adjudicator responsible for that institution.

(3) If any item set out in this regulation is dependant on the portion or amount of the credit utilised by the consumer, the maximum utilisation must be assumed for purposes of the required disclosure.

(4) For purposes of electronic or telephone originated documents, the electromagnetic recording and transcribing of the documents will be sufficient, provided that the consumer is supplied with copies of the agreement within a reasonable time.

32. Unlawful provisions of a credit agreement.-The following common law rights or remedies that are available to a consumer may not be waived in a credit agreement:

(*a*) *Exceptio errore calculi*;

(*b*) *Exceptio non numerate pecuniae*.

(*c*) *Exceptio non causa debiti*

33. Credit Insurance.-(1) If a credit provider proposes the purchase of a particular policy as envisaged in section 106 (4) of the Act, such credit provider will disclose to the consumer the information set out in Form 21;

(2) If a consumer exercises the right under section 106 (4) (*a*) to substitute an insurance policy of the consumer's choice, the credit provider may require the consumer in terms of section 106 (6) (*a*) and 106 (6) (*b*) to compete Form 22 and Form 23;

(3) A credit provider is permitted to include the information as set out in Forms 21, 22 and 23 in its credit agreement, provided that the consumer's attention is drawn to the contents of these provisions.

34. Disclosure of location of goods.-(1) In respect of a credit agreement to which section 97 of the Act applies, the consumer must disclose any changes concerning the matters listed in section 97 (2) in writing to the credit provider within 10 business days after the change and deliver it to the credit provider;

(2) When disclosing such a change, the consumer must complete Form 24 or provide the following information to the credit provider:

(*a*) name of the consumer;

(*b*) a reference number or account number provided by the credit provider;

(*c*) the date upon which the change was effective; and

(*d*) the date of the disclosure.

(3) On request by the credit provider, messenger of the court or the deputy sheriff, as contemplated in section 97 (3), the consumer-

(*a*) must provide the information in writing by completing Form 25; or

(*b*) may otherwise provide the information orally.

35. Statement of account.-A statement of account in respect of a small agreement must be in Form 26 or must contain the following information:

(*a*) The details of the credit provider, including:

(i) the name of the credit provider

(ii) the trading name of the credit provider, if any

(iii) the credit provider's registration number issued by the National Credit Regulator

(iv) the physical address and postal address of the credit provider

(v) the telephone number of the credit provider

(vi) where relevant, the details of the bank account into which the consumer's payment must be made, including name of bank, account number, branch code and reference number;

(*b*) The details of the consumer, including:

(i) the consumer's name

(ii) the consumer's account number or reference number

(iii) the consumer's address;

(*c*) The date of the statement;

(*d*) The period covered by the statement;

(*e*) Details of the agreement including (if applicable):

(i) the principal debt

(ii) the annual rate of interest

(iii) the instalment amount

(iv) the frequency of the instalment

(v) the balance outstanding at the date of statement

(vi) whether the account is in arrears, and if so, the amount of such arrears;

(*f*) A summary of the transactions that occurred during the period of the statement, including the total amount debited or credited to the account in respect of the following:

(i) payments received

(ii) fees levied

(iii) interest accrued

(iv) insurance costs levied

(v) collection costs levied

(vi) default administration costs levied

(vii) legal fees incurred;

(*g*) A detailed statement of each transaction that occurred during the period of the statement including the following:

(i) closing balance from the previous statement

(ii) the date of each transaction

(iii) a description of the transaction

(iv) the amount of the transaction and whether it is a debit or credit on the account

(v) a running total

(vi) the closing balance.

36. Changes to interest.-A notice by the credit provider to the consumer of a change in a variable interest rate as contemplated in section 104 (3) (*a*) of the Act, must also provide the following information:

(*a*) the date on which the change took effect, or will take effect;

(*b*) total interest payable under the agreement in Rand value, if ascertainable;

(*c*) monthly interest payable in Rand value, if ascertainable.

37. Consumer's right to rescind a credit agreement.-A notice by the consumer to the credit provider to terminate a credit agreement in terms of section 121 (2) of the Act must be given in writing and delivered by hand, fax, e-mail or registered mail to an address specified in the agreement, alternatively the credit provider's registered address.

38. Charges to other accounts.-A notice to a consumer of a charge or series of charges to be made to another account as contemplated in section 124 (2) of the Act must be given to the consumer in Form 27 before the charge or first charge of the series will be made, or must be recorded electromagnetically, transcribed and delivered to the consumer and must include the following information:

(*a*) a reference to the written direction by the consumer authorising the charge or series of charges, as contemplated in sections 124 (1) and 90 (2) (*n*) of the Act;

(*b*) the account against which the charge or series of charges will be made;

(*c*) the obligation that the charge or series of charges is intended to satisfy;

(*d*) the account to which that obligation relates;

(*e*) whether the charge is a single charge or a series of charges;

(*f*) the amount or amounts of the charge, and the method of calculation; and

(*g*) the date on which the charge or first charge in the series will be affected.

CHAPTER 5
INTEREST AND FEES

Part A
Interpretation

39. Definitions.-In this Chapter-

(1) **"Deferred amount"** means any amount payable in terms of a credit agreement the payment of which is deferred and upon which interest is calculated, or any fee, charge or increased price is payable by reason of the deferment, and-

(*a*) the deferred amount includes-

(i) any obligation of the consumer that is deferred as per section 8 (3) and section 8 (4) of the Act;

(ii) in respect of incidental credit agreements,

(*aa*) the amount on which a supplier of goods or services charges interest or a late payment fee, per section 5 (2) (*a*), or

(*bb*) the lower price in respect of the agreements referred to in section 5 (2) (*b*);

(iii) the amounts referred to in section 101 (1) (*b*) to section 101 (1) (*g*) inclusive;

(iv) the amounts referred to in section 102 (1) (*b*) to section 102 (1) (*f*);

(*b*) the deferred amount is reduced by any amount paid towards the settlement of the deferred amount, or an amount credited to the deferred amount, at the time that such payment is made, or credit falls due, and

(*c*) the date from which an amount becomes part of the deferred amount, is the date upon which such an amount becomes due or may be levied, subject to the limitations specified in the Act and these regulations.

(2) **"short term credit transaction"**

(*a*) means a credit transaction-

(i) in respect of a deferred amount at inception of the agreement not exceeding R8,000; and

(ii) in terms of which the whole amount is repayable within a period not exceeding 6 months; and

(*b*) in terms of which an amount of money was disbursed to the consumer, to be utilised at the sole discretion of the consumer, and

(*c*) includes pawn transactions,

(*d*) but does not include credit transactions in respect of which the agreement is conditional upon-

(i) the amount deferred being paid by the credit provider directly or indirectly to a person or juristic person that is related to the credit provider; or

(ii) the amount deferred being paid by the credit provider to a person or juristic person other than the consumer, except where such condition is introduced by the consumer.

(3) **"unsecured credit transaction"** means a credit transaction in respect of which the debt is not supported by any pledge or other right in property or suretyship or any other form of personal security other than credit life insurance.

[Sub-r. (3) substituted by r. 2 of GNR.604 of 29 May 2008.]

"unsecured credit transaction" means a credit transaction in respect of which the debt is not supported by any pledge or other right in property or suretyship or any other form of personal security.

Part B
General stipulations

40. Interest calculation.-(1) Interest may be calculated daily and may be added to **the** deferred amount monthly, at the end of the month, or-

(*a*) if interest is added to the deferred amount at an earlier day than the last day of the month,

(i) this earlier day may not be earlier than the date upon which the repayment is due as per the agreement; and

(ii) the rand amount of interest for the month must be calculated from the previous date when interest was added to the deferred amount, until this earlier day, and;

(iii) interest may not be added to the deferred amount more than once in every month;

(*b*) interest may be added to the deferred amount periodically as defined in the credit agreement, provided that such periods are no shorter than the number of days in the month during which such interest is added; or

(*c*) in the final month of a credit agreement, interest due may be added to the deferred amount on the final day of the agreement.

(2) The rand amount of interest for any particular day as referred to in (1),

(*a*) must be calculated as follows for any credit agreement other than short term credit transactions:

$$\frac{\text{Deferred amount for the day} \times \text{interest rate}}{\text{Number of days in the year}}$$

(*b*) must be calculated as follows for short term credit transactions:

$$\frac{\text{Deferred amount for the day} \times \text{monthly interest rate}}{\text{Number of days in the month}}$$

(*c*) Where:

(i) the deferred amount for the day must be calculated as the average deferred amount for the day, or as the deferred amount at a particular time in the day, as defined per the credit agreement;

(ii) the interest rate must not exceed the maximum prescribed interest rate applicable to the category of credit agreement concerned;

(iii) number of days in the year may be interpreted as either 365, or as the actual number of days in the particular year;

(iv) For short term loans, the number of days in the month may be interpreted as either 30, or as the actual number of days in the particular month.

(3) The rand amount of interest for any particular month must be calculated by adding the rand amounts of interest for all the days in that month;

(4) The manner of calculation employed by any particular credit provider may differ from the manner prescribed above, provided that the amount calculated by the institution for any year may not differ by more than 0.1% from the amount that would have resulted if calculated as prescribed in this section.

41. Dates upon which fees become due and payable.-(1) Initiation fees may be levied on the date stipulated in the agreement, but not earlier than the date of approval of the credit application;

(2) Monthly service fees may be levied at the end of the month to which they relate;

(3) Annual service fees may be levied at the earlier of-

(*a*) the end of the year to which such fees relate, or an annual date specified in the credit agreement, or

(*b*) the termination of the agreement;

(4) Transaction based service fees may be levied at the end of the month in which the transaction occurred;

(5) In (2), (3) and (4) above, the respective fees may be added to the deferred amount at a different day than the last day of the month, provided that this day is no earlier than the day upon which interest is added to the deferred amount, as per regulation 40 above.

Part C
Interest applicable to different products

42. Maximum prescribed interest and initiation fees.-(1) The following maximum rates of interest will apply:

Table A:
Maximum Prescribed Interest Rates

TABLE A **Maximum Prescribed Interest Rate**				
Credit type	Maximum Prescribed Interest Rate			
1. Mortgage agreements	RR + 12% per year			
2. Credit facilities	RR + 14% per year			
3. Unsecured credit transactions	RR + 21% per year			
4. Developmental credit agreements	RR + 27% per year			
4.1 Small business				
4.2 Low income housing				
5. Short-term transactions	5% per month on the first loan and 3% per month on subsequent loans within a calender year			
(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the word "calender" is intended to be "calendar".)				
6. Other credit agreements	RR + 17% per year			
7. Incidental credit agreements	2% per month			

Where,

(*a*) RR indicates the reference rate, being the ruling SA Reserve Bank Repurchase Rate,

(*b*) The interest rate on short term credit transactions and incidental credit agreements must be disclosed as a monthly interest rate, in such disclosure as is required by the Act and these regulations.

[Sub-r. (1) amended by GN 1080 of 6 November 2015.]

(2) The following maximum limits will apply to initiation fees:

Table B:
Maximum Initiation Fee

TABLE B	
Sub-sector	*Maximum Initiation Fee*
Mortgage agreements	(*a*) R1 100 per credit agreement, plus 10 % of the amount in excess of R10 000 (*b*) But never to exceed R5 250
Credit facilities	(*a*) R165 per credit agreement, plus 10% of the amount in excess of R1 000

	(*b*) But never to exceed R1 050
Unsecured credit transaction	(*a*) R165 per credit agreement, plus 10% of the amount in excess of R1 000 (*b*) But never to exceed R1 050
Developmental credit agreements **- For the development of a small business** **- For low income housing (unsecured)**	(*a*) R275 per credit agreement, plus 10% of the amount in excess of R1 000 (*b*) But never to exceed R2 600 (*a*) R550 per credit agreement, plus 10% of the amount in excess of R1 000 (*b*) But never to exceed R2 600
Short term credit transactions	(*a*) R165 per credit agreement, plus 10% of the amount in excess of R1 000 (*b*) But never to exceed R1 050
Other credit agreements	(*a*) R165 per credit agreement, plus 10% of the amount in excess of R1 000 (*b*) But never to exceed R1 050
Incidental credit agreement	Nil

Where,

(*a*) The amount of the agreement is the amount deferred in terms of the agreement.

[Sub-r. (2) amended by GN 1080 of 6 November 2015.]

43. Supplementary conditions on the application of the maximum initiation fee.-The following supplementary conditions shall apply on the application of the maximum initiation fee:

(1) An initiation fee may be charged at the registration of a replacement mortgage in respect of a transfer from one credit provider to another, without there being a transfer of ownership of the mortgaged property, only if-

(*a*) the transfer is done at the request of the consumer; and

(*b*) the levying of the fee and the amount of the fee has been disclosed to the consumer by the acquiring credit provider before the consumer has agreed to the transfer.

(2) No initiation fee may be charged on credit agreements as envisaged in section 101 (2).

(3) Initiation fee may never exceed 15% of the principal debt.

(4) An initiation fee must only be charged when a new credit agreement is established with a consumer and must not be charged on a transactional basis where there is no new credit agreement with the consumer.

[Sub-r. (4) added by GN 1080 of 6 November 2015.]

(Editorial Note: Numbering for sub-r. (4) was not provided in the original *Government Gazette*. It is suggested that the inserted sub-regulation should read as sub-r. (4) which has been inserted accordingly.)

44. Maximum service fee.-The maximum monthly service fee, prescribed in terms of section 105 (1) of the Act, is R60.

(1) Where an annual service fee is levied, the applicable limit is-

(*a*) the monthly limit on the service fee, multiplied by 12, and

(*b*) where the period for which the fee is levied is less than 12 months, the monthly service fee multiplied by the number of months in such a period.

(2) If a service fee is payable on a transaction basis, or on a combination of periodic and transaction bases, the total of such fees may not exceed the monthly or annual limit.

(3) The service fee covers the cost of administering a credit agreement which is the operational cost of the credit provider such as rent, labour, communication, banking, processing of repayments and any other costs related to the administration of a credit agreement.

[Sub-r. (3) added by GN 1080 of 6 November 2015.]

(4) A service fee must be charged for a calendar month in which it is due and payable and on a pro rata basis where the credit agreement was concluded during the course of that calendar month.

[R. 44 amended by GN 1080 of 6 November 2015. Sub-r. (4) added by GN 1080 of 6 November 2015.]

45. Periodic review of limitations on fees and interest rates.-The National Credit Regulator must-

(1) perform a review of interest rates and cost factors at intervals of no more than 3 years and advise the Minister of any changes that may be required;

(2) when making a recommendation to the Minister in terms of this regulation, consider:

(*a*) ruling interest rates and fees;

(*b*) cost of providing such credit;

(*c*) the choice available to consumers in the particular category of credit agreements, between different products and different credit providers; and

(*d*) the impact upon access to finance for persons referred to in section 13 (*a*) of the Act.

Part D
Other fees, costs and charges

46. Default Administration Charges.-The credit provider may require payment by the consumer of default administration charges in respect of each letter necessarily written in terms of Part C of Chapter 6 of the Act. Such payment may not exceed the amount payable in respect of a registered letter of demand in undefended action in terms of the Magistrates' Courts Act, 1944 in addition to any reasonable and necessary expenses incurred to deliver such letter.

47. Collection Costs.-For all categories of credit agreement, collection costs may not exceed the costs incurred by the credit provider in collecting the debt-

(*a*) to the extent limited by Part C of Chapter 6 of the Act, and

(*b*) in terms of-

(i) the Supreme Court Act, 1959,

(ii) the Magistrates' Court Act, 1944,

(iii) the Attorneys Act, 1979; or

(iv) the Debt Collector's Act, 1998,

which ever is applicable to the enforcement of the credit agreement.

48. Other Charges.-If the credit provider is entitled to charge any amount referred to in section 102 (1) (*b*) to (*e*) of the Act, the credit provider must not charge the consumer a higher price for any goods or services provided to or arranged for the consumer than the price charged by that credit provider for the same or substantially similar goods or services provided or arranged in the ordinary course of business on the basis of a cash transaction. If no similar goods or services are provided on the basis of cash transactions, the amount that may be charged may not exceed the actual cost at which the credit provider could procure the goods or services provided as per section 102 (1) at fair market value in an arms length transaction.

CHAPTER 6
DISPUTE RESOLUTION

49. Failed alternative dispute resolution.-If an alternative dispute resolution agent fails to resolve a dispute as envisaged in section 134 (5) of the Act, a certificate in Form 28 must be completed by the alternative dispute resolution agent.

50. Initiating a complaint to the National Credit Regulator.-(1) A consumer may lodge a complaint against a credit provider by:

(*a*) submitting a completed Form 29 to the National Credit Regulator by fax, mail or e-mail; or

(*b*) contacting the National Credit Regulator telephonically.

(2) Telephonic and e-mail originated complaints may be lodged only by the complainant, not by another person on behalf of the complainant.

(3) If a person completes and submits Form 29 on behalf of complainant, the complaint must be accompanied by a written consent signed by the complainant.

(4) A third party may act on behalf of a complainant only if the complainant has consented in writing.

(5) A consent contemplated in sub-regulation (4) must contain the following:

(*a*) name of the third party;

(*b*) name of the credit provider,

(*c*) full name and signature of the complainant;

(*d*) date of signing of the agreement to which the complaint relates; and

(*e*) details of the complaint.

51. Initiating applications to Tribunal.-An application initiated by the National Credit Regulator to the Tribunal in terms of section 137 of the Act must be in Form 30 and accompanied by-

(*a*) the documents specified in Form 30; and

(*b*) any additional information that the Tribunal considers appropriate in the circumstances.

52. Notice of non-referral.-A notice of non-referral issued in terms of sections 139 (1) (*a*) or 140 (1) (*a*) of the Act must be in Form 31.

53. Application for referral to a different consumer court or the Tribunal.-An application to the Tribunal for an order that a matter be referred to a different consumer court or to the Tribunal in terms of section 140 (4) of the Act must be in Form 32 and accompanied by-

(*a*) the documents specified in Form 32; and

(*b*) any additional information that the Tribunal considers appropriate in the circumstances.

54. Referral to the Tribunal.-(1) An application to the Tribunal for an order in terms of section 141 (2) (*a*) of the Act must be in Form 33 and accompanied by-

(*a*) the documents specified in Form 33; and

(*b*) any additional information that the Tribunal considers appropriate in the circumstances.

(2) A referral to the Tribunal, whether by the National Credit Regulator in terms of section 140 (1) of the Act or by a complainant in terms of subsection 141 (1), must be in Form 32.

CHAPTER 7
RECORD KEEPING AND REGISTERS

Part A
Record-keeping

55. Records of registered activities to be retained by registrants.-(1) In addition to any records that must be kept in terms of the Act, a registrant must maintain the following records relating to its registered activities, which records may be kept in electronic format,

(*a*) Debt Counsellors, in respect of each consumer:

(i) application for debt review;

(ii) copy of all documents submitted by the consumer;

(iii) copy of rejection letter (if applicable);

(iv) debt restructuring proposal;

(v) copy of any order made by the tribunal and/or the court;

(vi) copy of clearance certificate;

(*b*) Credit Providers, in respect of each consumer:

(i) application for credit;

(ii) application for credit declined;

(iii) reasons for decline of application for credit

(iv) pre-agreement statement and quote;

(v) credit agreement entered into with consumer;

(vi) documentation in support of steps taken in terms of section 81 (2) of the Act;

(vii) record of payments made;

(viii) documentation in support of any steps taken after default by consumer;

(*c*) Credit Providers, in respect of operations:

(i) record of income, expenses and cash flow;

(ii) credit transaction flows;

(iii) management accounts and financial statements;

(*d*) Credit Bureaux,

(i) All documents relating to disputes, inclusive of but not limited to:

(*a*) documents from the consumer;

(*b*) documents from the entity responsible for disputed information;

(*c*) documents pertaining to the investigation of the dispute;

(ii) Correspondence addressed to and received from sources of information as set out in section 70 (2) of the Act and Regulation 18 (7) pertaining to issues of disputed information.

(2) Records that are required to be maintained in terms of the Act must be-

(*a*) maintained in paper or electronic format;

(*b*) readily accessible for a period of three years, subject to regulation 56.

(3) A record that is kept in electronic format must be reproduced in paper form within a period of five business days after a request by the National Credit Regulator.

(4) If a person has appointed a third party to maintain the person's records, as required by this Act-

(*a*) that appointment does not absolve that person of any responsibility to maintain the records in accordance with the Act; and

(*b*) that person must ensure that any records maintained by the third party will be available without any undue delay.

(5) All records must be kept for a period of three years from the earlier of the date on which the registrant created, signed or received the document.

56. Time for keeping records of credit applications and agreements by credit providers.-The records required to be kept in terms of section 170 of the Act must be maintained for three years-

(*a*) from the date of termination of the credit agreement; or

(*b*) in the case of an application for credit that is refused or not granted for any reason, from date of receipt of the application.

Part B
Registers

57. National record of registration.-(1) The register maintained by the National Credit Regulator as required in terms of section 53 of the Act must include the following information as set out in Form 34:

(*a*) the registrant's registration number with the National Credit Regulator;

(*b*) the registrant's full name;

(*c*) the registrant's trading name, if applicable;

(*d*) the registrant's identity number or registration number;

(*e*) the activities which the registrant is permitted to engage in;

(*f*) date of registration;

(*g*) conditions of registration, if any;

(*h*) whether the registration has been altered, and details thereof, if applicable;

(*i*) the registrant's contact details, including:

(i) physical address;

(ii) telephone number;

(iii) fax number;

(iv) e-mail address;

(v) contact person;

(2) The National Credit Regulator must maintain a register of all persons whose registration has been cancelled, which register must include the following information:

(*a*) the person's registration number with the National Credit Regulator,

(*b*) the person's full name;

(*c*) the person's trading name, if applicable;

(*d*) the person's identity number or registration number;

(*e*) date of registration;

(*f*) date of cancellation of registration;

(*g*) reasons for cancellation of registration;

(*h*) any conditions of registration, if applicable;

(*i*) whether the registration had been altered, and details thereof, if applicable; and

(*j*) the person's contact details, including:

(i) physical address;

(ii) telephone number;

(iii) fax number;

(iv) e-mail address; and

(v) contact person.

(3) The National Credit Regulator must maintain a register of all registrants registered with a Provincial Regulator and must include the information as set out in Form 34.1.

(4) The National Credit Regulator must permit any person to inspect the register, whether at the office of the National Credit Regulator, or on its website, at no cost.

(5) Any person may obtain copies of permitted information as provided for in section 14 (*c*) (ii) upon completing Form 35 and after making payment of the fees set out in Schedule 2.

58. Register of marketing options.-(1) The register maintained by a credit provider as required in terms of section 74 (7) of the Act must contain the following records as set out in Form 36:

(*a*) the consumer's name and account number;

(*b*) the consumer's contact details;

(*c*) the options selected by the customer; and

(*d*) the date upon which the consumer selected the options;

(2) The register must be maintained in written or electronic format, provided that the format is accessible for inspection by the National Credit Regulator;

(3) The records contained in the register must be maintained in the register until the consumer account is closed;

(4) If the consumer selects any of the options provided for in section 74 (6), the records of earlier selections must be retained for a period of 3 years.

59. Register of Agents.-(1) The register maintained by a credit provider as required in section 163 (2) (*b*) of the Act must reflect the following records as set out in Form 37:

(*a*) the name and address of the agent;

(*b*) the identity number of the agent, alternatively CIPRO or other official registration number;

(*c*) the date of appointment of the agent; and

(*d*) a description of the activities which the agent is authorised to conduct.

(2) The register must be maintained in written or electronic format, provided that the format is accessible for inspection by the National Credit Regulator.

(3) If an agent's appointment has been terminated, the credit provider must:

(*a*) retain the records relating to that agent for a period of not less that 12 months from the date of termination of appointment;

(*b*) ensure that the reason for termination is stated on the record.

60. Other Registers to be kept by Registrants.-In addition to any registers that must be kept in terms of the Act and the information specified in regulation 55, a registrant must maintain the following information relating to its registered activities in a register, which register may be kept in electronic format:

(1) Debt Counsellors, in respect of each consumer:

(*a*) consumer's full names and surname;

(*b*) consumer's identity number or, if the consumer does not have an identity number, passport number and date of birth;

(*c*) date of application for debt review;

(*d*) date of rejection letter issued (if applicable);

(*e*) status of the case:

(i) applied;

(ii) under assessment;

(iii) restructured;

(iv) process of payment;

(v) settled; or

(vi) defaulted.

(*f*) date of clearance certificate issued;

(*g*) if the consumer exits the debt restructuring prior to the debt being settled in full, the reasons for doing so.

(2) Credit Providers, in respect of each consumer:

(*a*) consumer's full names and surname;

(*b*) consumer's identity number or, if the consumer does not have an identity number, passport number and date of birth;

(*c*) date the loan was granted, amount, instalment amount and number of instalments;

(*d*) defaults in respect of each agreement;

(*e*) date on which agreement was terminated, and whether such termination was as a result of-

(i) settlement;

(ii) court judgment;

(iii) written off as bad debt by the credit provider;

(iv) transfer or cession;

(v) other (specify).

(3) Credit Bureaux, in respect of each consumer on whom information is retained:

(*a*) source of the information;

(*b*) date of submission of information;

(*c*) contents of information that was submitted;

(*d*) to whom was the information released;

(*e*) for what purpose was the information released;

(*f*) when was the information released;

(*g*) what information was released.

61. Identity card of agents.-An identification card provided to an agent in terms of section 163 (2) of the Act must be in Form 38.

CHAPTER 8
COMPLIANCE AND REPORTING

Part A
Credit provider compliance reports

62. Statutory Reporting.-(1) A credit provider must submit the following to the National Credit Regulator-

(*a*) Compliance Report

(*b*) Statistical Returns

(*c*) Annual Financial and Operational Return

(*d*) Assurance Report

(2) Any information that is required to be reported to the National Credit Regulator must be accurate and complete, and must fairly present the activities and status of the credit provider,

(3) Any financial information that is required to be reported to the National Credit Regulator must be prepared in accordance with generally accepted accounting practice as applied by that entity in the preparation of its financial statements;

(4) If requested by the National Credit Regulator, an analysis of any item contained in the forms prescribed in these regulations must be furnished to the National Credit Regulator within 20 business days after such request.

63. Compliance Report.-(1) A credit provider must complete and submit a compliance report to the National Credit Regulator on an annual basis within 6 months after the financial year-end of the credit provider;

(2) The National Credit Regulator must issue guidelines on the format and contents of this report.

64. Statistical Return.-(1) A credit provider whose annual disbursements exceed R 15 million must complete and submit the statistical return in Form 39 to the National Credit Regulator in respect of the quarters and by the due dates set out in the table below;

(2) All other credit providers must complete and submit the statistical return in Form 39 to the National Credit Regulator by the 15th of February each year for the period 1 January to 31 December.

Quarters	*Reporting period*	*Due Date for Statutory Reporting*
Quarter 1	1 January - 31 March	15 May
Quarter 2	1 April - 30 June	15 August
Quarter 3	1 July - 30 September	15 November
Quarter 4	1 October - 31 December	15 February

65. Annual Financial Statements.-A credit provider must submit its annual financial statements including the auditor or accounting officer's report to the National Credit Regulator, within 6 months after the credit provider's financial year-end;

66. Annual Financial and Operational Return.-A credit provider must submit an annual financial and operational return in Form 40 to the National Credit Regulator, within 6 months after the registered credit provider's financial year-end.

67. Responsibility for Assurance Engagement.-(1) A credit provider must require an accounting officer or auditor to conduct an assurance engagement in terms of regulation 68;

(2) If a credit provider is not required by statute to appoint an accounting officer or auditor, the credit provider must appoint a member of one of the following professional bodies:

(*a*) South African Institute of Chartered Accountants (SAICA)

(*b*) Commercial and Financial Accountants (CFA)

(*c*) South African Institute of Secretaries and Administrators (ICSA)

(*d*) Institute of Administration and Commerce (IAC)

(*e*) Chartered Institute of Management Accountants (CIMA),

to report on the credit provider's financial statements and to conduct the assurance engagement in terms of Regulations 68.

68. Assurance Engagement.-(1) A credit provider must require the person appointed in terms of regulation 67 to perform an assurance engagement in accordance with guidelines to be issued by the National Credit Regulator and issue a report to the National Credit Regulator on the basis of that person's findings with regard to that engagement;

(2) A credit provider must submit the report contemplated in (1) to the National Credit Regulator within 6 months after the credit provider's financial year-end.

(3) The National Credit Regulator must issue guidelines in respect of-

(*a*) the procedures which the person must follow in performing such assurance engagement, and

(*b*) the format and content of the report which must be compiled based on the engagement.

Part B
Debt counsellor compliance reports

69. Annual compliance report and statistical return by debt counsellor.-(1) A compliance report submitted by a registered debt counsellor must be submitted in Form 41 to the National Credit Regulator by the 15th of February each year for the period 1 January to 31 December.

(2) All registered debt counsellors must complete and submit the statistical return in Form 42 to the National Credit Regulator in respect of the quarters and by the due dates set out in the table below:

Quarters	*Reporting period*	*Due Date for Statutory Reporting*
Quarter 1	1 January - 31 March	15 May
Quarter 2	1 April - 30 June	15 August
Quarter 3	1 July - 30 September	15 November
Quarter 4	1 October - 31 December	15 February

Part C
Credit bureau compliance reports

70. Annual compliance report by credit bureau.-A compliance report submitted by a registered credit bureau in terms of section 52 (6) of the Act must be submitted in Form 43 to the National Credit Regulator by the 15th of March each year for the period 1 January to 31 December.

71. Quarterly synoptic report by credit bureau.-(1) A credit bureau must submit a quarterly report on:

(*a*) The total number of complaints received;

(*b*) The nature of the complaint, classified as defined by the National Credit Regulator, (*c*) Number of complaints that were found to be valid, partially valid and invalid, respectively;

(*d*) Number of complaints resolved and outstanding; and

(*e*) The nature and validity of complaints, in categories such as:

(i) inaccurate or incorrect information

(ii) insufficient or incomplete information

(iii) outdated information

(iv) double listing

(v) incorrect merging of information

(vi) consumer withdrew complaint;

(2) In terms of section 70 (5) of the Act, a registered credit bureau must submit to the National Credit Regulator periodical synoptic reports in Form 44 in respect of the quarters and by the due dates set out in the table below:

Quarters	*Reporting period*	*Due Date for Reporting*
Quarter 1	1 January - 31 March	15 May
Quarter 2	1 April - 30 June	15 August
Quarter 3	1 July - 30 September	15 November
Quarter 4	1 October - 31 December	15 February

Part D
Insurers' periodic synoptic report

72. Submission of periodic synoptic report by insurers.-(1) Submission of period synoptic reports by insurers shall be done by completing Form 45 and submitting it to the National Credit Regulator.

(2) The synoptic report must be submitted in respect of the quarters, within 30 days after the end of the quarter, as set out below:

Quarters	*Reporting period*
Quarter 1	1 January - 31 March
Quarter 2	1 April - 30 June
Quarter 3	1 July - 30 September
Quarter 4	1 October - 31 December

CHAPTER 9
TRANSITIONAL PROVISIONS

73. General preservation of regulations, rights, duties, notices and other instructions.-A registration issued in terms of section 15A of the Usury Act 1968 (Act No. 73 of 1968) remains valid until the earlier of-

(1) the date when section 105 of the Act becomes effective;

(2) date of deregistration, or

(3) date of cancellation of such registration.

CHAPTER 10
PRESCRIBED FORMS

74. Forms.-Forms prescribed for purposes of these Regulations are set out in Schedule 1 to the Regulations.

75. Use of Forms.-(1) If a prescribed form of words or expression is used in conjunction with other information in a document, the document must be designed in such a manner that the prescribed form of words or expression are:

(*a*) clearly distinguishable from the other information in that document; and

(*b*) at least as prominent, in respect of size and legibility, as the other information in that document.

(2) If a prescribed form is used in conjunction with another prescribed form, each must clearly be distinguishable from the other.

(3) A registrant may include its logo or letterhead on a prescribed Form, subject to sub- regulation (4).

(4) If a form of document is prescribed by these regulations-

(*a*) it is sufficient if a person required to prepare such a document does so in a form that satisfies all the substantive requirements as to content and design of the prescribed form; and

(*b*) any deviation from the prescribed form does not invalidate the document unless the deviation-

(i) fail to satisfy the requirements set out in paragraph (*a*);

(ii) negatively affects the substance of the document; or

(iii) is deceptive or misleading.

76. Electronic submission of Forms.-Any Form that has to be submitted to the National Credit Regulator may be submitted electronically.

Schedule 1
PRESCRIBED FORMS

Form No.	*Section*	*Description*
1	4 (1) (*d*)	Application for exemption by the Minister
2	45 (1)	Application for registration as credit provider
3	41 (1)	Application for supplementary registration
4	44 (1)	Application for registration as debt counsellor
5	43 (1)	Application for registration as credit bureau
6	47 (3) (*a*)	Notice when registrant becomes disqualified
7	48 (3)	National Credit Regulator imposing conditions of registration
8	49 (1) (*a*)	Registrant requesting new conditions
9	52 (1)	Certificate of registration
10	58	Notice to cancel
11	25 (1) (*b*)	Certificate to inspectors / investigators
12	54 (1)	Notice of non-compliance to unregistered entities
13	55 (1)	Compliance notice to registrants
14	56 (1)	Objection notice
15	78 (2)	Reporting to National Credit Regulator on loans excluded from reckless provisions
16	86 (1)	Application for debt review
17.1	86 (4) (*b*)	Notification to credit provider and credit bureau by debt counsellor of application for debt review
17.2		Notification to credit provider and credit bureau by debt counsellor of rejection or restructuring
18	86 (9)	Application to court for debt review by consumer
19	71 (2) (*b*) (i)	Clearance certificate
20	92 (1)	Pre-agreement statement and quotation for small agreement
20.1	92 (2)	Quotation for intermediate and large agreements
20.2	93 (2)	Small agreements
21	106 (5) (*b*)	Disclosure to consumer in respect of insurance
22	106 (6) (*a*)	Authorisation by consumer to credit provider in respect of insurance
23	106 (6) (*b*)	Nomination & authority granted by consumer to insurance company
24	97 (2)	Notification of change to credit provider

25	97 (3)	Notification of change
26	109 (2)	Statement of account for small agreements
27	124 (2)	Notice of charge to other account to consumer by credit provider
28	134 (5)	Failed Alternative Dispute Resolution certificate
29	136 (1)	Complaint form
30	137 (1)	Application by National Credit Regulator to National Consumer Tribunal
31	139 (1) (*a*)	Notice of non-referral
32	140 (4)	Application to National Consumer Tribunal
33	141 (2) (*a*)	Application to National Consumer Tribunal
34	53 (1)	National Credit Regulator's register of registrant
34.1	53 (1) (*b*)	National Credit Regulator's register of provincial registrants
35	14 (*c*) (ii)	Request for info in registries
36	74 (7) (*a*)	Register of marketing selection made by consumer
37	163 (2) (*b*)	Register of Agents
38	163 (2) (*a*)	Agents' Identity card
39		Credit provider's statistical return
40		Credit provider's annual financial and operational return
41		Compliance return for debt counsellors
42		Statistical return for debt counsellors
43		Credit bureaux' annual compliance
44	70 (5) (*a*)	Credit bureaux' synoptic report
45	16 (2) (*a*)	Insurers' periodic synoptic report
46	45	Application form for registration as a payment distribution agent
47	134A	Application form for registration as an alternative dispute resolution agent
48	78 (3) and 81 (2) (*a*) (iii)	Declaration of consumer's necessary expense questionnaire

NCR Form 1

Application for exemption by the Minister in terms of section 4 (1) (*d*)

NATIONAL CREDIT REGULATOR

APPLICATION FOR EXEMPTION BY THE MINISTER IN TERMS OF SECTION 4 (1) (*d*) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Applicant

Address of Applicant

Tel Number

Name of Credit Provider

Address of Credit Provider

Code: ( )

To The Minister of Trade and Industry

Address

Code: ( )

I, the above mentioned Applicant, hereby request approval from the Minister of Trade and Industry to exempt the proposed credit agreement to be entered into between myself and the above mentioned credit provider located outside of the Republic of South Africa.

The parties to the agreement:

The type of credit agreement:

The amount of credit transaction:

The general terms and conditions:

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature

Full Name of Signatory

NCR Form 2

Application for registration as credit provider in terms of section 45 (1)

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR REGISTRATION AS A CREDIT PROVIDER IN TERMS OF SECTION 45 OF THE NATIONAL CREDIT ACT 34 OF 2005

General information

The applicant must submit the completed application form, together with the required documentation and application fee to the National Credit Regulator.

PART 1 - APPLICANT'S INFORMATION

Instructions:

1. Name of Applicant
2. Trading name of applicant
3. Legal Status
   - 3.1 Individual
   - 3.2 Trust
   - 3.3 Private Company
   - 3.4 Public Company
   - 3.5 Partnership
   - 3.6 Close Corporation
   - 3.7 Co-operative
   - 3.8 Other (specify)
4. CIPRO/other official registration number
5. Date of commencement of trading
6. Financial Year-End
7. Income Tax registration number
8. VAT registration number (if applicable)
9. Which, if any, other regulated activity does the applicant engage in?
   - 9.1 Banking
   - 9.2 Insurance
   - 9.3 Debt Collectors
   - 9.4 Financial Advisory
   - 9.5 Other (specify)
10. Contact detail of the Applicant

    Physical Address

    Postal Code

    Postal Address

    Postal Code

    Telephone number ( )

    Fax number ( )

    e-mail address (if applicable)
11. Contact person

    Title

    Name and initials

    Surname

    Telephone number (office) ( )

    e-mail address (if applicable)

12. Auditor /Accounting Officer

Name of Firm

Postal Address

Postal Code

Physical Address

Postal Code

Name of Auditor or Accountant

Telephone number ( )

Fax number (   )

e-mail address (if applicable)

Practice number

Name of professional body registered with

13. Compliance Officer (if applicable)

Name of Compliance Officer

Telephone number ( )

Fax number (   )

e-mail address

If external compliance officer, name of firm

Postal Address

Postal Code

Telephone number ( )

14. Products

14.1 Mortgage agreements

14.2 Credit facilities

14.3 Unsecured credit transactions

14.4 Vehicle finance

14.5 Clothing retail

14.6 Furniture retail

14.7 Pawnbroking

14.8 Developmental Credit

(Editorial Note: Numbering as per *Government Gazette*)

14.10 Other products, specify

15. Which of the following ancillary financial products does the Applicant sell in conjunction with its credit products?

15.1 Life Insurance

15.2 Funeral cover

15.3 Credit Life Insurance

15.4 Short term insurance

15.5 Other, specify

16. In terms of section 63 of the National Credit Act 34 of 2005, a credit provider must make a submission to the National Credit Regulator to make documents available to consumers in at least 2 official languages.

	1	2	3
Description of main area in which you operate with reference to area with in the province:			
1st Language:			
2nd Language:			

If more than 3 areas, add additional pages.

17. Compliance with section 48 (1) (*a*) and (*b*) of the National Credit Act.

17.1 Please indicate the Applicant's commitments, if any, made with regard to the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) (add additional pages if required)

17.2 Please indicate the Applicant's commitments, if any, made with regard to the combating of over-indebtedness (add additional pages if required)

PART 2 - FINANCIAL INFORMATION

The following financial information must reflect the value of credit agreements as defined in the National Credit Act. It should exclude credit agreements to which the Act does not apply as indicated in Section 4.

1. Net value of loan book as at the end of the most recent financial year end R
2. Total number of credit agreements that made up the loan book as at the end of the most recent financial year
3. Total value (principal debt) of credit agreements entered into during the most recent financial year R
4. Total number of credit agreements entered into during the most recent financial year

PART 3 - MEMBERS, DIRECTORS, TRUSTEES, PARTNERS AND GENERAL MANAGERS OF THE APPLICANT

1. For the purpose of Part 3 and Part 7, refer to the definition of "management or control" in the Regulations.
2. Does the Applicant or any natural person exercising general management or control whether alone or in conjunction with others, hold a controlling interest in any of the following businesses:

A credit bureau	Yes	No
A debt collection agency	Yes	No
An alternative dispute resolution agent	Yes	No
A credit repair agency	Yes	No

3. If the answer to any of the above is "yes", please provide details:

PART 4 - BUSINESS PREMISES

THIS FORM MUST BE COMPLETED IN RESPECT OF ALL BUSINESS PREMISES FROM WHICH THE APPLICANT CONDUCTS / INTENDS TO CONDUCT THE BUSINESS OF A CREDIT PROVIDER MAKE ADDITIONAL COPIES IF REQUIRED.

1. Total number of business premises
2. Information required per business premises

Trading name
Physical Address

Postal Code

Contact person
Telephone number ( )
Fax number ( )
E-mail address
Trading name
Physical Address

Postal Code

Contact person
Telephone number ( )
Fax number ( )
E-mail address

PART 5 - SUPPLEMENTARY REGISTRATION IN TERMS OF SECTION 41 OF THE ACT

1. If this application includes an application for supplementary registration to provide developmental credit, please state which of the following types of developmental credit will be provided:

1.1 Co-operative loans to members
1.2 Educational Credit
1.3 Small Business Credit

1.4 Low Income Housing Credit

1.5 Other, specify

2. Human, financial and operational resources

In a separate document to be attached to the supplementary registration form, either:

(*a*) explain in detail why the credit provider believes that it's human, financial and operational resources are sufficient to enable the applicant to function efficiently and effectively carry out its function in terms of the Act, or

(*b*) present a credible plan to the National Credit Regulator to acquire or develop sufficient human, financial and operational resources to enable the applicant to function efficiently and effectively carry out its function in terms of the Act

3. Administrative Procedures

In a separate document to be attached to the supplementary registration form, either:

(*a*) explain in detail why the credit provider believes that it has adequate administrative procedures and safeguards to justify the application of statutory exceptions from this Act, or

(*b*) present a credible plan to the National Credit Regulator to develop adequate administrative procedures and safeguards to justify the application of statutory exceptions from this Act before entering into any developmental credit agreement.

4. In a separate document to be attached to the supplementary registration form, indicate what measures have been put in place / will be put in place to ensure that credit extended to consumers will be used for developmental purposes only.

5. Total number of business premises

PART 6 - DECLARATION BY CREDIT PROVIDER

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator, as set out in section 50 (2) (*a*) to enter any place at or from which the applicant conducts the registered activities during normal business hours, and to conduct reasonable inquiries for compliance purposes, including any act contemplated in section 156 (1) (*d*) to (*h*) of the Act.

2. The applicant confirms that the information contained in this application is accurate and complete.

Date:

Duly authorised representative:	Name
	Signature
	Capacity

If this application is completed on behalf of a juristic person, attach proof of authorisation.

PART 7 - DISQUALIFICATION OF NATURAL PERSONS

THE APPLICANT NEED NOT COMPLETE THIS PART IN THE CASE WHERE THE APPLICANT IS A BANK AS DEFINED IN THE BANKS ACT 1990, ACT NO 94 OF 1990,

THIS FORM MUST BE COMPLETED AND SIGNED IN RESPECT OF EACH NATURAL PERSON WHO EXERCISES GENERAL MANAGEMENT OR CONTROL OF THE APPLICANT, WHETHER ALONE OR IN CONJUNCTION WITH OTHERS MAKE ADDITIONAL COPIES.

Name of natural person completing form:

Identity number:

Date:

Questions:

1. Are you, as a result of a court order, listed on the register of excluded persons in terms of section 14 of the National Gambling Act; 2004 (Act no 7 of 2004)	Yes	No
2. Are you subject to an order of a competent court holding you to be mentally unfit of disordered?	Yes	No
3. Have you ever been removed from office on account of misconduct relating to fraud or the misappropriation of money,		

whether in the Republic or elsewhere? Yes No

4. Have you ever been a director or member of a governing body of an entity at the time that such entity has been de-registered in terms of public regulation? Yes No

5. Have you ever been a director or member of a governing body of an entity at the time that such entity has brought the consumer credit industry into disrepute? Yes No

6. Have you ever been a director or member of a governing body of an entity at the time that such entity has acted with disregard for consumer rights generally? Yes No

7. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of theft, fraud, forgery or uttering a forged document, perjury, or an offence under the Corruption Act, 1992 (Act No 94. of 1992), or comparable legislation of another jurisdiction and been sentenced to imprisonment without the option of a fine? Yes No

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence

8. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of a crime involving violence against another natural person and been sentenced to imprisonment without the option of a fine? Yes No

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence.

9. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of an offence in terms of this Act, a repealed law or comparable provincial legislation and been sentenced to imprisonment without the option of a fine? Yes No

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence.

10. I, the undersigned, hereby give permission to the SAPS Criminal Record Centre to furnish the National Credit Regulator or it's authorised agents with my previous convictions and any relevant information in their possession, including any directions by the Court for my detention in a mental hospital or prison as well as any court order listing myself on the register of excluded persons in terms of the National Gambling Act, if any, in the form SAPS69 Yes No

I hereby indemnify the SAPS Criminal Record Centre, its employees, the National Credit Regulator, its agents and its employees and hold them harmless against any claims by myself or any other person that may arise out of or be connected with such disclosure as well as any legal costs, including attorney and client costs.

11. I certify that the information contained herein is true and correct.

Signature

NCR Form 3

Application for supplementary registration in terms of section 41 (1)

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR SUPPLEMENTARY REGISTRATION IN TERMS OF SECTION 41 OF THE NATIONAL CREDIT ACT 34 OF 2005 TO PROVIDE DEVELOPMENTAL CREDIT

General information

1. The Applicant must submit the completed application form, together with the required documentation and application fee to the National Credit Regulator.
2. Only registered credit providers who wish to obtain supplementary registration to provide developmental credit, must submit this form.

PART 1 - APPLICANT'S INFORMATION

1. NCR registration number
2. Which of the following types of developmental credit will be provided?
   2.1 Co-operative loans to members

2.2 Educational Credit

2.3 Small Business Credit

2.4 Low Income Housing Credit

2.5 Other, specify

3. Date of commencement of trading:

4. Human, financial and operational resources

In a separate document to be attached to the supplementary registration form, either:

(*a*) explain in detail why the credit provider believes that it's human, financial and operational resources are sufficient to enable the applicant to function efficiently and effectively carry out its function in terms of the Act, or

(*b*) present a credible plan to the National Credit Regulator to acquire or develop sufficient human, financial and operational resources to enable the applicant to function efficiently and effectively carry out its function in terms of the Act.

5. Administrative Procedures

In a separate document to be attached to the supplementary registration form, either

(*a*) explain in detail why the credit provider believes that it has adequate administrative procedures and safeguards to justify the application of statutory exceptions from this Act, or

(*b*) present a credible plan to the National Credit Regulator to develop adequate administrative procedures and safeguards to justify the application of statutory exceptions from this Act before entering into any developmental credit agreement.

6. In a separate document to be attached to the supplementary registration form, indicate what measures has been put in place / will be put in place to ensure that credit extended to consumers will be used for developmental purposes.

PART 2 - BUSINESS PREMISES CONDUCTING DEVELOPMENTAL CREDIT

THIS PART MUST BE COMPLETED IN RESPECT OF EACH BUSINESS PREMISES FROM WHICH THE APPLICANT IS/WILL BE CONDUCTING BUSINESS. MAKE ADDITIONAL COPIES IF REQUIRED.

1. Total number of business premises from which developmental credit is conducted.

2. Information required per business premises

Trading name

Physical Address

Postal Code

Contact person

Telephone number ( )

Fax number ( )

E-mail address

Trading name

Physical Address

Postal Code

Contact person

Telephone number ( )

Fax number ( )

E-mail address

Trading name

Physical Address

Postal Code

Contact person

Telephone number ( )

Fax number ( )

E-mail address

PART 3 - DECLARATION BY CREDIT PROVIDER

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator as set out in section 50 (2) (*a*) to enter any place at or from which the applicant conducts the registered activities during normal business hours, and to conduct reasonable inquiries for compliance purposes, including any act contemplated in section 156 (1) (*d*) to (*h*) of the Act.
2. The applicant confirms that the information contained in this application is accurate and complete.

Date

Duly authorised representative:	Name:
	Signature:
	Capacity:

If this application is completed on behalf of a juristic person, attach proof of authorisation.

NCR Form 4

Application for registration as debt counsellor in terms of section 44 (1)

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR REGISTRATION AS A DEBT COUNSELLOR IN TERMS OF SECTION 44 OF THE NATIONAL CREDIT ACT 34 OF 2005

General information

The Applicant must submit the completed application form, together with the required documentation and application fee to the National Credit Regulator.

PART 1 - APPLICANT'S INFORMATION

1. Name of applicant

   Title Surname

   First name and initials
2. Identity number

   (attach certified copy of ID)
3. Income Tax registration number
4. VAT registration number (if registered)
5. Contact details

   Physical Address

   Postal Code

   Postal Address

   Postal Code

   Telephone number ( )

   Fax number ( )

   Cell phone number ( )

   e-mail address

PART 2 - EDUCATION & EXPERIENCE

1. EDUCATION

   Qualification / Training

   Year achieved

   Institution that issued the qualification / certificate

   (attach certified copies of certificates)

Have you successfully completed an approved Debt Counselling course? Yes No

If yes, provide a certified copy of your certificate.

2. EXPERIENCE	1	2	3
Name of Employer			

Dates of employment Position held Responsibilities Contact Person Contact Details		

PART 3 - BUSINESS PREMISES

THIS FORM MUST BE COMPLETED IN RESPECT OF ALL BUSINESS PREMISES FROM WHICH THE APPLICANT CONDUCTS / INTENDS TO CONDUCT THE BUSINESS OF A DEBT COUNSELLOR.

MAKE ADDITIONAL COPIES IF REQURIED.

1. Total number of business premises
2. Information required per business premises

Trading name
Physical Address

Postal Code

Contact person
Telephone number ( )
Fax number ( )
E-mail address
Trading name
Physical Address

Postal Code

Contact person
Telephone number ( )
Fax number ( )
E-mail address

PART 4 - DECLARATION BY DEBT COUNSELLOR

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator as set out in section 50 (2) (*a*) to enter any place at or from which the applicant conducts the registered activities during normal business hours, and to conduct reasonable inquiries for compliance purposes, including any act contemplated in section 156 (1) (*d*) to (*h*) of the Act.
2. The applicant confirms that the information contained in this application is accurate and complete.

   Date:

   Signatory:

   Name of applicant:

PART 5 - DISQUALIFICATION OF NATURAL PERSONS

Name of applicant
Identity number

Date

Questions:

1. Are you, as a result of a court order, listed on the register of excluded persons in terms of section 14 of the National Gambling Act, 2004 (Act no 7 of 2004)	Yes	No
2. Are you subject to an order of a competent court holding you to be mentally unfit of disordered?	Yes	No
3. Have you ever been removed from office on account of misconduct relating to fraud or the misappropriation of money, whether in the Republic or elsewhere?	Yes	No
4. Have you ever been a director or member of a governing body of an entity at the time that such entity has been de-		

registered in terms of public regulation? Yes No

5. Have you ever been a director or member of a governing body of an entity at the time that such entity has brought the consumer credit industry into disrepute? Yes No

6. Have you ever been a director or member of a governing body of an entity at the time that such entity has acted with disregard for consumer rights generally? Yes No

7. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of theft, fraud, forgery or uttering a forged document, perjury, or an offence under the Corruption Act, 1992(Act No 94. of 1992), or comparable legislation of another jurisdiction and been sentenced to imprisonment without the option of a fine? Yes No

   If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence

8. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of a crime involving violence against another natural person and been sentenced to imprisonment without the option of a fine? Yes No

   If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence

9. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of an offence in terms of this Act, a repealed law or comparable provincial legislation and been sentenced to imprisonment without the option of a fine? Yes No

   If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence

10. Are you subject to debt re-arrangement as contemplated in section 86 and 87 of the Act? Yes No

11. Are you subject to an administration order as contemplated in section 74 of the Magistrates' Court Act, 1944 (Act No. 32 of 1944) Yes No

12. Are you engaged in, employed by or acting as an agent for a person that is engaged in-

    12.1 Debt collection Yes No

    12.2 Operation of a credit bureau Yes No

    12.3 Credit provision Yes No

13. Is there any other matter or information which you wish to bring to the attention of the National Credit Regulator, relating to your ethics, or professionalism as a debt counsellor, when considering your application?

14. I understand and consent to the National Credit Regulator or its authorised agent obtaining a copy of my record at the SAPS Criminal Record Centre and any registered credit bureau when considering my application.

15. I hereby indemnify the SAPS Criminal Record Centre, its employees, the National Credit Regulator, its agents and its employees and hold them harmless against any claims by myself or any other person that may arise out of or be connected with such disclosure as well as any legal costs, including attorney and client costs.

16. I certify that the information contained herein is true and correct.

Applicant's signature

NCR Form 5

Application for registration as credit bureau in terms of section 43 (1)

NATIONAL CREDIT REGULATOR

APPLICATION FORM FOR REGISTRATION AS A CREDIT BUREAU IN TERMS OF SECTION 43 OF THE NATIONAL CREDIT ACT 34 OF 2005

General information

The applicant must submit the completed application form, together with the required documentation and application fee to the National Credit Regulator.

PART 1 - APPLICANT'S INFORMATION

1. Name of applicant
2. Legal status
   - 2.1 Private Company
   - 2.2 Public Company
   - 2.3 Partnership
   - 2.4 Close Corporation
   - 2.5 Co-operative
   - 2.6 Trust
   - 2.7 Other (specify)
3. CIPRO/other official registration number
4. Date of commencement of trading
5. Financial Year-End
6. Income Tax registration number
7. VAT registration number
8. Contact detail of the Applicant
   Physical Address
   Postal Code
   Postal Address
   Postal Code
   Telephone number ( )
   Fax number ( )
   Website address (if applicable)
9. Contact person
   Title
   Name and initials
   Surname
   Telephone number (office)
   Cell phone number
   E-mail address (if applicable)
10. Auditor / Accounting Officer
    Physical Address
    Postal Code
    Postal Address
    Postal Code
11. Name of Auditor or Accountant
    Telephone number ( )
    Fax number ( )
    E-mail address
    Practice number
    Name of professional body registered with
12. Compliance Officer (if applicable)
    Name of Compliance Officer
    Telephone number ( ) Fax number ( )
    E-mail address
    If external compliance officer, name of firm
    Postal Address
    Postal Code
    Name of professional accredited body
    Telephone number ( )
13. Type of business conducted

Receive enquiries for purposes of credit applications	Yes	No
Receive information on conclusion of credit agreements	Yes	No
Receive information on payment history or patterns	Yes	No
Receive consumer credit information	Yes	No

Investigate credit applications	Yes	No
Investigate credit agreements	Yes	No
Investigate payment history or patterns	Yes	No
Investigate personal financial information	Yes	No
Compile and maintain data from such reports	Yes	No

PART 2 - MEMBERS, DIRECTORS, TRUSTEES, PARTNERS AND GENERAL MANAGERS OF THE APPLICANT

1. Does the Applicant or any natural person exercising general management or control whether alone or in conjunction with others, hold a controlling interest in any of the following businesses: (See definition of "general management or control" in the Regulations)

A credit provider	Yes	No
A debt collection agency	Yes	No
An alternative dispute resolution agent	Yes	No
A credit repair agency	Yes	No

2. If the answer to any of the above is "yes", please provide details:

PART 3 - QUALIFICATION, COMPETENCE, KNOWLEDGE & EXPERIENCE

1. MINIMUM QUALIFICATION, COMPETENCE, KNOWLEDGE AND EXPERIENCE REQUIREMENTS

   Employees & Outsource service providers

   Do you maintain and impose minimum qualifications, competence, knowledge and experience requirements for employees and outsource services provider who will have the authority to represent the applicant in any function under this Act? Yes No

If so, please indicate the minimum qualification requirements imposed:

PART 4 - HUMAN, FINANCIAL AND OPERATIONAL RESOURCES

1. Human resources

   1.1 Indicate the number of staff employed.

   1.2 Does the applicant have a call centre? Yes No

   1.3 Indicate the number of staff responsible for the call centre

   (*a*) Number of calls received daily

   (*b*) Number of staff employed in the call centre on a daily basis

   1.5 Are any of the services and functions of the applicant as credit bureau outsourced? Yes No

   If, yes provide details of the services that are outsourced.

   1.6 If the applicant does not have a call centre, indicate how the Applicant intends on dealing with enquiries, and who will be responsible for dealing with such enquiries?

2. Financial resources

   Provide a copy of the applicant's most recent audited financial statements

3. Operational resources

   3.1 Do you have a fixed business address? Yes No

   3.2 Do you have adequate access to communication facilities, including telephone, typing, fax and copying facilities? Yes No

   3.3 Do you have adequate storage and filing systems for the safe-keeping of all records? Yes No

3.4	Do you have procedures in place and sufficient resources to accept the filing of consumer credit information?	Yes	No
3.5	Do you have procedures in place and sufficient resources to take reasonable steps to verify the accuracy of any consumer credit information reported to you?	Yes	No
3.6	Do you have procedures in place and sufficient resources to retain consumer credit information reported to you for the prescribed period?	Yes	No
3.7	Do you have procedures in place and sufficient resources to maintain your records of consumer credit information in a manner that satisfies the prescribed standards?	Yes	No
3.8	Do you have procedures in place and sufficient resources to promptly expunge from your records any prescribed consumer credit information that, in terms of the regulations, is not permitted to be entered in your records?	Yes	No
3.9	Do you have procedures in place and sufficient resources to issue a report to any person who requires it for a prescribed purpose or a purpose contemplated in this Act?	Yes	No
3.10	Do you have sufficient resources to comply with accounting and reporting requirements in terms of this Act?	Yes	No
3.11	Do you have sufficient resources to ensure compliance with the requirements of the Act and the regulations?	Yes	No
3.12	If the answer to any of the above is "No", please provide a credible plan to acquire or develop these resources or procedures.		

PART 5 - QUESTIONS, CONCERNS AND COMPLAINTS

1.	Do you have a policy in place to handle questions, concerns and complaints?	Yes	No
2.	Does this policy outline your commitment to handle questions, concerns and complaints as well as your internal systems and procedures for resolving questions, concerns and complaints?	Yes	No
3.	Do these internal systems and procedures ensure that questions, concerns and complaints from consumers or credit providers are treated equitable and consistently?	Yes	No
4.	Do these internal systems and procedures ensure that questions, concerns and complaints from consumers or credit providers are treated in a timely, efficient and courteous manner?	Yes	No
5.	Are these internal systems and procedures transparent and visible to consumer and credit providers? (i.e. do consumers and credit providers have knowledge of these systems?)	Yes	No
6.	Do you have sufficient human resources to handle questions, concerns and complaints from consumers and credit providers?	Yes	No
7.	Are your human resources adequately trained to handle questions, concerns and complaints from consumer and credit providers?	Yes	No
8.	Do you have sufficient resources to handle questions, concerns and complaints from consumers and credit providers?	Yes	No
9.	Are your facilities accessible to consumers and credit providers?	Yes	No
10.	If the answer to any of the above is "No", please provide a credible plan to acquire or develop these resources or procedures.		

PART 6 - BUSINESS PREMISES

THIS FORM MUST BE COMPLETED IN RESPECT OF ALL BUSINESS PREMISES FROM WHICH THE APPLICANT CONDUCTS / INTENDS TO CONDUCT THE BUSINESS OF A CREDIT BUREAU. MAKE ADDITIONAL COPIES.

1. Total number of business premises
2. Information required per business premises.

Trading name

Physical Address

Postal Code

Contact person

Telephone number ( )

Fax number ( )

E-mail address

Trading name

Physical Address

Postal Code

Contact person

Telephone number ( )

Fax number ( )

E-mail address

PART 7 - DECLARATION BY CREDIT BUREAU

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator as set out in section 50 (2) (*a*) to enter any place at or from which the applicant conducts the registered activities during normal business hours, and to conduct reasonable inquiries for compliance purposes, including any act contemplated in section 156 (1) (*d*) to (*h*) of the Act.
2. The applicant confirms that the information contained in this application is accurate and complete.

Date:

Capacity:

Signatory:

Duly authorised representative of Applicant

Attach proof of authorisation.

PART 8 - DISQUALIFICATION OF NATURAL PERSONS

THIS FORM MUST BE COMPLETED AND SIGNED IN RESPECT OF EACH NATURAL PERSON WHO EXERCISES GENERAL MANAGEMENT OR CONTROL OF THE APPLICANT, WHETHER ALONE OR IN CONJUNCTION WITH OTHERS. MAKE ADDITIONAL COPIES. (For a definition of "general management or control" refer to the definitions in the regulations)

Name of natural person completing form:

Identity number:

Date:

Questions:

1. Are you, as a result of a court order, listed on the register of excluded persons in terms of section 14 of the National Gambling Act, 2004 (Act no 7 of 2004)	Yes	No
2. Are you subject to an order of a competent court holding you to be mentally unfit of disordered?	Yes	No
3. Have you ever been removed from office on account of misconduct relating to fraud or the misappropriation of money, whether in the Republic or elsewhere?	Yes	No
4. Have you ever been a director or member of a governing body of an entity at the time that such entity has been de-registered in terms of public regulation?	Yes	No
5. Have you ever been a director or member of a governing body of an entity at the time that such entity has brought the consumer credit industry into disrepute?	Yes	No
6. Have you ever been a director or member of a governing body		

of an entity at the time that such entity has acted with disregard for consumer rights generally? Yes No

7. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of theft, fraud, forgery or uttering a forged document, perjury, or an offence under the Corruption Act, 1992 (Act No 94. of 1992), or comparable legislation of another jurisdiction and been sentenced to imprisonment without the option of a fine? Yes No

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence

8. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of a crime involving violence against another natural person and been sentenced to imprisonment without the option of a fine? Yes No

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence.

9. Have you ever been convicted during the previous ten years, in the Republic or elsewhere, of an offence in terms of this Act, a repealed law or comparable provincial legislation and been sentenced to imprisonment without the option of a fine? Yes No

If your answer is yes, when providing full details in respect thereof, indicate whether you received a grant of amnesty or free pardon for the offence.

10. I, the undersigned, hereby give permission to the SAPS Criminal Record Centre to furnish the National Credit Regulator or it's authorised agents with my previous convictions and any relevant information in their possession, including any directions by the Court for my detention in a mental hospital or prison as well as any court order listing myself on the register of excluded persons in terms of the National Gambling Act, if any, in the form SAPS69 Yes No

I hereby indemnify the SAPS Criminal Record Centre, its employees, the National Credit Regulator, its agents and its employees and hold them harmless against any claims by myself or any other person that may arise out of or be connected with such disclosure as well as any legal costs, including attorney and client costs.

11. I certify that the information contained herein is true and correct.

Signature

NCR Form 6

Notice when registrant becomes disqualified in terms of section 47 (3) (*a*)

NATIONAL CREDIT REGULATOR

NOTICE BY NATURAL PERSON WHO BECOMES DISQUALIFIED IN TERMS OF SECTION 47 (3) (*a*) OF THE NATIONAL CREDIT ACT 34 OF 2005.
TO THE NATIONAL CREDIT REGULATOR AND THE REGISTRANT

Name of Registrant (Herein referred to as "the Registrant")

NCR Registration Number

Name of Natural Person disqualified from registration

Contact telephone number Code: ( )

E-mail

To : The National Credit Regulator

And to : {insert name of the registrant}

Address

I,

(insert full names and surname) in my capacity as (insert capacity)

of (insert name of registrant)

hereby give notice to the National Credit Regulator and the said Registrant that I no longer qualify for registration as required in terms of section 46 (3) of the National Credit Act 34 of 2005, for the following reasons:

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of individual registrant

Full name of signatory

NCR Form 7

National Credit Regulator imposing conditions of registration in terms of section 48 (3)

NATIONAL CREDIT REGULATOR

NOTICE OF IMPOSITON OF CONDITIONS ON THE REGISTRATION OF REGISTRANT IN TERMS OF SECTION 48 (3) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Registrant

NCR Registration Number

Contact telephone number Code: ( )

E-mail

Address

Please take notice that in terms of Section 48 (3) of the Act, the NCR imposes the following conditions on the registration of the registrant:-[insert conditions]

The above conditions are imposed on the registrant for the following reasons:-[insert reasons for conditions]

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of duly authorised representative of National Credit Regulator

Full names of signatory

NCR Form 8

Registrant requesting new conditions in terms of section 49 (1) (*a*)

NATIONAL CREDIT REGULATOR

REQUEST BY REGISTRANT FOR REVIEW OF CONDITIONS IN TERMS OF SECTION

49 (1) (*a*) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Registrant

NCR Registration Number

Contact telephone number Code: (   )

E-mail

Address

To:

The National Credit Regulator

Please take notice that the Registrant hereby applies to the National Credit Regulator in terms of Section 49 (1) (*a*) of the National Credit Act 34 of 2005 to have its conditions of registration reviewed on the following grounds: (insert grounds for application to review conditions of registration)

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of Registrant or duly authorised representative

Full names of signatory

NCR Form 9

Certificate of registration in terms of section 52 (1)

NATIONAL CREDIT REGULATOR

CERTIFICATE

This is to certify that

Identity number or company registration number

Insert registration number issued by National Credit Regulator

Insert Trading number or name of branch

Has been registered as

insert activities that registrant is permitted to engage in

in terms of

insert section

of the National Credit Act 34 of 2005

Duly authorised representative of the National Credit Regulator

Certificate Number

Date Issued

NCR Form 10
Notice to cancel in terms of section 58

NATIONAL CREDIT REGULATOR

NOTICE TO CANCEL REGISTRATION IN TERMS OF SECTION 58 OF THE NATIONAL CREDIT ACT 34 OF 2005

This form must be submitted to the National Credit Regulator.

Name of Registrant

NCR Registration Number

Contact telephone number Code: ( )

E-mail

The registrant hereby gives notice to the National Credit Regulator of its intention to voluntarily cancel its registration with effect from {insert date at least five business days from date of signature of this notice}.

The reason (s) for the cancellation is/are

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of Registrant or duly authorised representative

Full names of signatory

NCR Form 11
Certificate to inspectors / investigators in terms of section 25 (1) (*b*)

NATIONAL CREDIT REGULATOR

CERTIFICATE

This is to certify that

Insert name

Insert Identity number or company registration number

is hereby appointed as an inspector/investigator in terms of section 25 of the National Credit Act 34 of 2005.

This appointment allows the inspector/investigator to perform such functions and exercise such powers as assigned to or conferred upon an inspector / investigator by the National Credit Act 34 of 2005.

The appointment is for the investigation of the activities of:

Registrant

Registration number

Physical address

Certificate number

valid for the period of

Chief Executive Officer

Date Issued

NCR Form 12
Notice of non-compliance to unregistered entities in terms of section 54 (1)

NATIONAL CREDIT REGULATOR

NOTICE OF NON-COMPLIANCE BY AN UNREGISTERED ENTITY/INDIVIDUAL IN TERMS OF SECTION 54 (1) OF THE NATIONAL CREDIT ACT 34 OF 2005

To:

Name of unregistered entity

Address

Code: ( )

It has come to the attention of the National Credit Regulator that you are engaging in or offering to engage in or holding yourself out as authorized to be engaged in {insert details of activity}

which requires registration with the National Credit Regulator in terms of the Act.

In terms of Section 54 (1) of the Act you are hereby notified to desist from engaging, offering to engage in or holding yourself out as authorised to engage in the aforementioned activity with effect from the {insert date}

Note that the following penalty may be imposed for failure to discontinue the stated activity

Note that you may object to this Notice and request the National Consumer Tribunal, within 15 business days of receipt of this notice, to review the notice.

Furthermore, note that failure to comply with this notice is an offence.

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of duly authorized representative of the National Credit Regulator

Full names of signatory

NCR Form 13
Compliance notice to registrants in terms of section 55 (1)

NATIONAL CREDIT REGULATOR

NOTICE TO REGISTRANT TO COMPLY IN TERMS OF SECTION 55 (1) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Registrant/Natural Person/Association of Persons*

NCR Registration Number (if applicable)

Contact telephone number ( )

E-mail

In terms of Section 55 (1) of the Act your attention is drawn to the fact that you:-

(*a*) have failed to comply with the provisions of the Act in that you have {insert nature of non-compliance};

(*b*) have engaged in / are engaging* in an activity that is inconsistent with the provisions of the Act in that you have {insert nature of non-compliance};

(*c*) have failed to comply with the provisions of your registration in that you have {insert nature of non-compliance}.

(*d*)are required to take the following steps within the stated period:

The following penalty may be imposed if these steps are not taken:

Kindly note that you may object to this Notice and request the National Consumer Tribunal, within 15 business days of receipt of this notice, to review the notice.

Kindly also further note that failure to comply with this notice may result in the matter being referred to the National Prosecuting Authority or the National Consumer Tribunal.

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of duly authorised representative of the National Credit Regulator

Full names of signatory

NCR Form 14

Objection notice in terms of section 56 (1)

NATIONAL CREDIT REGULATOR

OBJECTION TO NOTICE IN TERMS OF SECTION 56

General information

The notice and supporting documentation (if any) must be submitted to the Tribunal

And to

2. The National Credit Regulator.

PART 1 - APPLICANTS INFORMATION

1. Name of applicant

   Identity number or company registration number

   Is the applicant registered with the National Credit Regulator Yes No

   If, yes provide registration number

2. Contact details of applicant

   Contact person

   Telephone number (work) ( )

   Telephone number (cellular) ( )

   Fax number ( )

   Email address

PART 2 - DETAILS OF OBJECTION

1. Date of compliance notice (attach copy of notice)
2. Section of Act in terms of which the notice was issued Section 54 Section 55
3. If this application was not filed within 15 business days of the date of notice, provide reasons why Tribunal should consider the notice in terms of section 56 (1) (*b*)

PART 3 - DECLARATION BY APPLICANT

1. The applicant confirms that the information contained in this application is accurate and complete.

Date:

Signature of duly authorized representative of the National Credit Regulator

Full names of signatory

NCR Form 15

Reporting to National Credit Regulator on loans excluded from reckless provisions in terms of section 78 (2)

NATIONAL CREDIT REGULATOR

NOTICE OF CREDIT PROVIDER OF CREDIT EXCLUDED FROM RECKLESS LENDING PROVISIONS IN TERMS OF SECTION 78 (2) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Credit Provider

NCR Registration Number

Contact telephone number (   )

E-mail

The abovementioned credit provider hereby gives notice as required in terms of section 78 (2) of the National Credit Act 34 of 2005 of the following credit agreements concluded, which are exempt from the reckless lending provisions:

Date of credit agreement	Consumer's name	Consumer's Identity number	School loan	Emergency loan (proof of emergency obtained)	Public interest credit agreement

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of Credit Provider/duly authorised representative

Full names of signatory

NCR Form 16

Application for debt review in terms of section 86 (1)

NATIONAL CREDIT REGULATOR

APPLICATION BY CONSUMER FOR DEBT REVIEW IN TERMS OF SECTION 86 OF THE NATIONAL CREDIT ACT 34 OF 2005

Please note that:

1) On receipt of this application the Debt Counsellor will advise all credit providers and all registered credit bureaus that you have applied for debt review;
2) You will be listed with all registered credit bureaus that you have applied for debt review,
3) This form must be accompanied by a list of all credit providers as well as copies of all documents requested;
4) Should any documents not be submitted within 10 days of the Application being received by the Debt Counsellor, your application will not be accepted.

PART 1 - PERSONAL INFORMATION

Full names and surname

Identity number
Physical Address
Postal Code
Postal Address
Postal Code
Telephone number (work) (   )
Telephone number (home) (   )
Cell phone number (   )
e-mail address (if any)
Name of employer
Address of employer

PART 2 - INCOME

(Please attach a copy of your salary slip)
Gross salary
Deductions
Tax:
Medical Aid:
Pension:
Other deductions (specify):

Total Deductions

Other income (specify the source):

Total Income

PART 3 - MONTHLY COMMITMENTS

(Please list all monthly commitments other than outstanding debt, i.e. school fees, travelling costs, medical expenses, etc.)

Commitment	Monthly expense

PART 4 - DEBT OBLIGATIONS

(Please provide copies of all outstanding balances due)

Debt Commitment (i.e. personal loan)	Name of creditor	Total amount outstanding	Monthly Commitment

PART 5 - DECLARATION BY THE CONSUMER

I declare as follows:

1. I undertake to comply with all requests from the debt counsellor to assist him/her to evaluate my state of indebtedness and the prospects for responsible debt restructuring;
2. I hereby consent to the submission of my information to all registered credit bureaus by the debt counsellor;
3. I also consent that the debt counsellor may obtain my credit record from any/all registered credit bureaus and any other registers which may contain any of my credit information;
4. I undertake not to enter into any further credit agreements, other than a consolidated agreement, with any credit provider until one of the following events has occurred:
   a. The debt counsellor rejects my application;
   b. The court determines that I am not over-indebted; or
   c. All my obligations under credit agreements as re-arranged are fulfilled;
5. I confirm that the information contained in this document is, to the best of my knowledge, true and correct.

Signed at [*place*] on this [*day*] of [*month*] 2006

Signature

NCR Form 17.1

Notification to credit provider and credit bureau by debt counsellor of application for debt review in terms of section 86 (4) (*b*)

(On the letterhead of the debt counsellor)

TO:	(An individually addressed notification must be sent to credit department of each credit provider listed in application for debt review)
AND TO:	(An individually addressed notification must sent to each registered credit bureau)
FROM:	Name of Debt Counsellor
	NCR registration number
	Address
	Contact Number
DATE:	

NOTIFICATION TO ALL CREDIT PROVIDERS AND ALL REGISTERED CREDIT BUREAUS IN TERMS OF SECTION 86 (4) (*b*) (i) (ii) OF THE NATIONAL CREDIT ACT 34 OF 2005

Full names and surname of Consumer

Identity number of Consumer

This notice serves to advise you that the abovementioned consumer has applied for debt review in terms of Section 86 of the National Credit Act, 34 of 2005.

All credit bureaus are advised to list the abovementioned consumer, within 5 days of receipt of this notice, as having applied for debt review.

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Debt Counsellor

NCR Form 17.2

Notification to credit provider and credit bureau by debt counsellor of rejection or restructuring

(On the letterhead of the debt counsellor)

TO:	(An individually addressed notification must be sent to credit department of each credit provider listed in application for debt review)

AND TO: (An individually addressed notification must sent to each registered credit bureau)

FROM: Name of Debt Counsellor

NCR registration number

Address

Contact Number

DATE:

Full name of Consumer

Identity number of Consumer

This notice serves to advise you that

(*a*) the abovementioned consumer's application for debt review was rejected in terms of Section 86 (7) (*a*) of the National Credit Act 34 of 2005; or

(*b*) the abovementioned consumer's application for debt review was successful and the debt obligations are in the process of being restructured; or

(*c*) the abovementioned consumer's debt obligations have been restructured and a court / Tribunal order has been issued, the details of which are as follows:

(i) Case Number;

(ii) Magistrates' Court for the district of /Tribunal

All credit bureaus are advised to update the abovementioned consumer's record, within 5 days of receipt of this notice, as set out above.

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Debt Counsellor

NCR Form 18

Application to court for debt review by consumer in terms of section 86 (9)

NATIONAL CREDIT REGULATOR

APPLICATION BY CONSUMER TO COURT FOR DEBT REVIEW IN TERMS OF SECTION 86 (9) OF THE NATIONAL CREDIT ACT 34 OF 2005

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF

HELD AT CASE NO:

In the matter of:- (insert consumer's full names, surname and identity number)

(Herein referred to as the Applicant)

KINDLY TAKE NOTICE that application will be made to the above Honourable Court on

at for the following orders (s):

1) That the Applicant is granted leave in terms of Section 86 (9) to bring this application;

2) That the Applicant is over-indebted as set out in Section 79 of the National Credit Act 34 of 2005 and-

(*a*) That the agreements listed in Annexure "A" be declared reckless as set out in Section 80 of the National Credit Act 34 of 2005, and/or

(*b*) that the Applicants debt obligations be restructured as set out in Annexure "B"

The letter of rejection of the Applicant's application to the Debt Counsellor is attached hereto as Annexure "C".

The Applicant's affidavit in support of this application sets out the reasons why the application should be considered and is attached hereto as Annexure "D"

The Applicant confirms that notice of this application has been given to all creditors and the debt counsellor who issued the letter of rejection.

KINDLY TAKE NOTICE FURTHER that the Applicant nominates the below mentioned address for service upon him/her of any documents, notices and pleadings.

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of Applicant/Consumer

Full name and address of Applicant

NCR Form 19

Clearance certificate in terms of section 71 (2) (*b*) (i)

NATIONAL CREDIT REGULATOR

CLEARANCE CERTIFICATE ISSUED IN TERMS OF SECTION 71 (2) (B) (I) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Debt Counsellor:

NCR Registration No

Contact telephone number ( )

This is to certify that the following consumer:

Full names and surname of consumer:

Identity Number:

Court / Tribunal Number

Has discharged all his/her obligations in terms of the debt re-arrangement order granted by the Court / Tribunal on (insert date of order) in terms of Section 86 (7) (*c*) of the National Credit Act 34 of 2005.

The debts set out hereunder have been settled in full:

Name of credit provider	Date of last payment	Full amount settled

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Debt Counsellor (Signature).

Form 20

Pre-agreement Statement & Quotation for Small Credit Agreements, in terms of section 92

English

PRE-AGREEMENT STATEMENT & QUOTATION FOR SMALL CREDIT AGREEMENTS in terms of section 92 of the National Credit Act 34 of 2005

-page 1-

NCR number:		**FORM 20**

Name of credit provider:	Name of consumer:
Physical address:	Physical address:
Contact number of credit provider:	Contact number of consumer:
Date:	Id No/CIPRO/registration number:

SUMMARY

Credit advanced / value of goods or services provided on credit	R	Instalment, including interest, fees & credit insurance, excluding optional insurance	R
Deposit to be paid & deducted	R	Number of instalments	R
Instalments payable	R	Total all instalments including interest, fees & credit insurance, excluding optional insurance	R
specify: monthly/weekly/other			
Initiation fee, charged up front	R	Annual Interest rate	%
Monthly service fee, included in instalment	R	Credit insurance included in instalment	R

ADDITIONAL INFORMATION

PART A: Additional charges, per section 102 (1) (*b*) - (*f*)

Total of additional charges which will be included in the account, and have been included in the calculation of the instalment:			R
Additional charges per section 102 (1) (*b*) to (*f*)			
	R		R
	R		R
	R		R

PART B: Optional items

OPTIONAL ITEMS WHICH WILL BE ADDED TO INSTALMENT		OTHER OPTIONAL ITEMS
Additional monthly premium for optional insurance	R	
Description of optional insurance:		

PART C: Security provided	**PART D: Repayment arrangements**
{Description of security required & of conditions under which possession would occur}	*{Information regarding payment, including method of payment, date of the first payment and date of last payment}*

PART E: Further information on rights and obligations

Further information on significant rights or obligations imposed on the consumer

Signature:	
Credit Provider Representative	Consumer

[THIS QUOTE IS BINDING FOR 5 DAYS]

[Form 20 substituted by GNR.604 of 29 May 2008.]

Form 20.1

Quotation for intermediate and large agreements in terms of section 92 (2)

[THIS QUOTE IS BINDING FOR 5 DAYS]

QUOTATION FOR INTERMEDIATE & LARGE CREDIT AGREEMENTS
in terms of section 92 (2) of the National Credit Act 34 of 2005

- page 1 -

NCR number: FORM 20.1

Name of credit provider:	Name of consumer:
Physical address:	Physical address:
Contact number of credit provider:	Contact number of consumer
Date:	Id No/CIPRO/ registration number:

PART A: Amount advanced

Credit advanced or value of goods or services provided on credit		**R**
Initiation fee, *if the consumer declined the offer to make payment separately*	**R**	
Total of additional charges (Part E)	**R**	
Deduct deposit required minus	**R**	
Total amount deferred per credit agreement	**R**	

PART B: Instalment payable

Instalment in respect of total amount deferred	**R**
Monthly service fee	**R**
Monthly premium for credit life insurance	**R**

Number of instalments ____ frequency ____ Total instalment **R**

PART C: Total cost and interest rate

Total amount deferred per credit agreement	**R**	
Total interest, fees & credit life insurance	**R**	
Total amount repayable = total of all instalments (excluding optional insurance)		**R**
Annual Interest Rate		%

Part D: Optional items

OPTIONAL ITEMS, WHICH WILL BE ADDED TO INSTALMENT	OTHER OPTIONAL ITEMS
Additional monthly premium for optional insurance Description of optional insurance: **R**	

PART E: Additional charges added to credit agreement

The following additional charges will be added to the amount of credit (S102 (*b*) - (*f*))

		R
		R
		R
{list items that arc applicable, and amount per item}	Total of charges added to the agreement (per Part A)	**R**

PART F: Security provided

{Description of security required & of conditions under which possession would occur}

PART G: Repayment arrangements

{Insert information regarding the frequency of payments, including method of payment, date of the first payment and date of last payment}

[THIS QUOTE IS BINDING FOR 5 DAYS]

PRE-AGREEMENT STATEMENT & QUATATION FOR INTERMEDIATE AND LARGE CREDIT AGREEMENT
in terms of section 92 (2) of the National Credit Act 34 of 2005

- page 2 -

PART H: Further information on rights and obligations

{Add further information on material aspects of the rights and obligations of the consumer and credit provider in respect of the proposed credit agreement, as required; Where a transaction fee is charged, indicate 'transaction fee' in service fee above, and describe fees and basis for levying such fees in this section; Include further disclosure required by legislation in respect of any item above, -where applicable. Consider in particular disclosure requirements of section 106 and 121 (3)}

PART I: Further information on features of credit product

{add further information on material features or attributes of the credit products or proposed credit agreement, as required}

- add further pages if required -

Signature:

Credit Provider Representative	Consumer

Form 20.2
Small agreements in terms of section 93 (2)

SMALL AGREEMENTS

IN TERMS OF SECTION 93 (2) OF THE NATIONAL CREDIT ACT 34 OF 2005

FORM 20.2

{Insert type of agreement}

entered into between:

{Insert credit provider's name}

{Insert credit provider's NCR Registration number}

{Insert credit provider's physical address}

{Insert contact number for credit provider}

and

{Insert consumer's name}

{Insert consumer's id number/CIPRO or other official registration number}

{Insert consumer's physical address}

{Insert contact number for consumer}

{The following information must be contained in the agreement. The credit provider may disclose any other information necessary.}

1. Payment Schedule

   The payment schedule attached hereto sets out the information relating to the credit extended and must be read as part of this agreement.

   {Attach a copy of the quote setting out the prescribed information}

2. Security (If applicable)

   {Set out all the information relating to the security provided by the consumer, which information must include: a description of the security, the value of the security as well as the circumstances under which the security will be utilised by the credit provider}

3. Payments

   {Set out the frequency of payments, the number of payments, the date of the first and last payment. In cases where a credit facility is provided, maximum utilisation of the credit must be assumed. In cases of pawn transactions it is compulsory to state the last date of payment as per section 99 of the Act}

4. Insurance

   {All information as required in section 106 of the Act must be disclosed, including the monthly premium amount, a description of the circumstances under which the insurance will be paid to the credit provider, the nature of the insurance and any fee or commission which the credit provider may be entitled to}

5. Statements

   {State the frequency of statements and the manner in which it will be delivered. This does not apply to pawn transactions.}

6. Default administration costs

   {State the circumstances under which the default administration costs will be charged, as well the amounts}

7. Reasonable rental to be charged in terms of section 121 (3) (*b*) (ii) (if applicable)

   {Stipulation of situation when rental becomes payable, the amount and basis upon which it will be calculated, if applicable}

8. Consumer's right to rescind the agreement (*if applicable*)

   {State the information pertaining to the consumer's right to rescind the agreement under section 121 of the Act, if applicable}

9. Early settlement

   {State consumer's rights and obligation when electing to settle the agreement early in terms of section 125 of the Act.}

10. Consumer's right to terminate the agreement

    {State consumer's rights and obligations regarding termination of the agreement as per section 122 of the Act}

11. Credit provider's right to terminate the agreement

    {State credit provider's rights and obligations regarding termination of the

agreement as per section 123 of the Act and circumstances under which it may be done as well as the consequences for the consumer}

12. Obligation to disclose location of goods (*if applicable*)

    {State consumer's obligations to disclose the location of goods as per section 97 of the Act, if applicable, as well as the consequences of failure to do so.}

13. Surrender of goods (*if applicable*)

    {State consumer's rights and obligations regarding surrendering of goods as per section 127 of the Act, if applicable}

14. Addresses for receiving of documents

    {State that the addresses listed at the top of the agreement will be the addresses where the parties will accept documents, pleadings and notices relating to the agreement. Provide the consumer with details as to how to change the address, as per section 96}

15. Penalty interest on arrear amounts

    {State that penalty interest on amounts in arrear will be the same as the interest rate charged in respect of the agreement}

16. Marketing option and annual increases in credit limits

    {Provide the consumer with a statement to select any of the option set out in section 74 (6), to be excluded from telemarketing campaign, marketing or consumer lists or mass distribution. Also afford consumer the chance to decline the option of a pre-approved credit limit increase in the case of a credit facility}

17. Reduction of credit limit under credit facility (*if applicable*)

    {State the consumer's right in terms of section 118 to reduce the credit limit under a credit facility, if applicable}

Signed at	[place]	on	[place] [day] of [month] [year]

Signature of Credit Provider or duly authorised representative	Signature of Consumer

NCR Form 21

Disclosure to consumer in respect of insurance in terms of section 106 (5) (*b*)

NATIONAL CREDIT REGULATOR

DISCLOSURE IN TERMS OF SECTION 106 (5) (*b*) OF THE NATIONAL CREDIT ACT 34 OF 2005

From:

Name of Credit Provider

NCR Registration number

Contact telephone number Code: ( )

E-mail

To:

Name of Consumer

Account/reference number

Identity number

Please take notice that, in terms of Section 106 (5) (*b*) of the Act, the purchase of the insurance policy proposed by (the Credit Provider) to you (the Consumer) accrues the following:-

(i)	Costs of the insurance for which you are liable	R
(ii)	Additional fees, commission, remuneration or benefit* payable to the Credit Provider in relation to the insurance policy	R
(iii)	Premium payable	R

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Consumer's signature

NCR Form 22

Authorisation by consumer to credit provider in respect of insurance in terms of section 106 (6) (*a*)

NATIONAL CREDIT REGULATOR

AUTHORITY GRANTED IN TERMS OF SECTION 106 (6) (*a*) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Credit Consumer
Identity number
Name of insurance policy
Insurance policy reference number
Address

Contact telephone number Code: ( )

To:
Name of Credit Provider
NCR registration number
Account / reference number
Contact telephone number Code: ( )
Email

I, the above named consumer hereby grant authority to the Credit Provider in terms of Section 106 (6) (*a*) of the Act to:-

(i) Pay any premium due in terms of the above mentioned insurance policy during the term of this credit agreement, on my behalf when it falls due and;

(ii) debit my account with premiums paid on my behalf:-

on a monthly basis (in the case of small, intermediate or large agreement); ☐

on an annual basis (for large agreements). ☐

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of Consumer

NCR Form 23

Nomination & authority granted by consumer to insurance company in terms of section 106 (6) (*b*)

NATIONAL CREDIT REGULATOR

NOMINATION & AUTHORITY GRANTED IN TERMS OF SECTION 106 (6) (*b*) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Consumer
Identity number
Address

Contact telephone number Code: ( )

To:

Name of Insurance company
Insurance policy reference number
Address

Contact telephone number Code: ( )

And to:

Name of credit provider

NCR registration number

Account/reference number

Address

Contact telephone number Code: ( )

I, the above named consumer hereby:-

(i) nominate the above mentioned credit provider as a loss payee' in terms of the above mentioned policy up to the settlement value on the happening of the insured event and;

(ii) authorize the insurer to make payment up to the settlement value to the credit provider on the happening of the insured event and/or;

(iii) authorize the insurer to settle my obligations to the credit provider, as a preferred creditor, at any time during the term of the credit agreement on the happening of the insured event.

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Consumer's signature

NCR Form 24

Notification of change to credit provider in terms of section 97 (2)

NATIONAL CREDIT REGULATOR

NOTICE IN TERMS OF SECTION 97 (2) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of Consumer

Identity number

Physical Address

Code: ( )

Contact telephone number Code: ( )

To:

Name of Credit Provider

Address

Code: ( )

Account Reference Number

Contact telephone number Code: ( )

E-mail

I, the above named consumer hereby notify you in terms of Section 97 (2) of the Act that:

(*a*) *My residential/business* address has changed to {insert address}

(*b*) *The goods subject to this credit agreement is/are* now situated at the following premises, namely {insert address where goods are kept}

(*c*) *Possession of the goods subject to this credit agreement has been transferred to the following person:-

Full name of person who has possession of the goods

Physical address of person in whose possession goods are

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Customers Signature

NCR Form 25

Notification of change in terms of section 97 (3)

NATIONAL CREDIT REGULATOR

NOTICE IN TERMS OF SECTION 97 (3) OF THE NATIONAL CREDIT ACT 34 OF 2005

From:

Name of Consumer

Identity number

Physical Address

Contact telephone number Code: ( )

To:

Name of Credit Provider

Address

Account Reference Number

Contact telephone number Code: ( )

E-mail

And to:

The Sheriff of the High / Magistrate's* Court

Address

I, the above named consumer hereby notify you in terms of Section 97 (3) of the Act that the goods subject to this credit agreement is/are* ordinarily kept at the following address:-

Physical address of premises where goods are kept

Name of landlord of premises were goods are kept (if applicable)

Address of landlord of premises (if applicable)

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Consumer's signature

NCR Form 26

Statement of account for small agreements in terms of section 109 (2)

STATEMENT AS AT YY/MM/DD

Consumer Name:

Credit provider Name & trading name:

Postal address:

Physical address of credit provider:

Postal address of credit provider:

Telephone number:

NCR Registration Number:

ID number:
Principal debt:
Account number:
Annual rate of interest:
Start date:
(Monthly/weekly/Fortnightly) Instalment:
End date:
Remaining instalments:
Original term:

STATEMENT OF ACCOUNT FOR PERIOD xx/xx/xx to yy/yy/yy:

Date	Description	Debit	Credit	Balance

Opening balance
(include the following information, if applicable:)

Payments received;	R
Fees levied;	R
Interest accrued;	R
Insurance costs levied;	R
Collections costs levied;	R
Default administration costs levied;	R
Legal fees levied	R

CURRENT	30 DAYS	60 DAYS	90 DAYS +	ARREARS	OUT-STANDING BALANCE

PLEASE MAKE PAYMENTS INTO THE FOLLOWING BANK ACCOUNT BY NO LATER THAN DD/MM/YY:

NCR Form 27

Notice of charge to other account to consumer by credit provider in terms of section 124 (2)

NATIONAL CREDIT REGULATOR

NOTICE OF CHARGES OR SERIES OF CHARGES LEVIED IN TERMS OF SECTION 124 (2) OF THE NATIONAL CREDIT ACT 34 of 2005

Name of Credit Provider
NCR registration number
Account/reference number
Contact telephone number Code: ( )
E-mail

To:

Name of Consumer
Identity number
Address

Please take notice that in terms of your authorization dated the [insert date] the following charges/series of charges*, namely:-
Details of charge/s* [specify what the charges are for]
Details of the obligation the charge/s* is intended to satisfy
Specify whether the charge is a single or multiple charge
Date/s* charge/s* to be deducted on
Amount of the charge/s*
will be deducted from:-

(*a*)* the asset deposited by you or for your benefit and held by the credit provider or third party, [insert name of third party];

(*b*)* the amounts held by you and for your benefit under account number [insert

account number]
by the credit provider or third party, [insert name of third party]

Please take notice further that the above charge/series of charges are in respect of the following obligation(s) / account(s) namely

Account number	Nature of account

and is/are calculated as follows:- [specify how charges calculated]

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of duly authorised representative

Full names of signatory

NCR Form 28

Failed Alternative Dispute Resolution certificate in terms of section 134 (5)

NATIONAL CREDIT REGULATOR

CERTIFICATE OF FAILED ALTERNATIVE DISPUTE RESOLUTION IN TERMS OF SECTION 134 (5)

PART 1 - CERTIFICATE OF DECISION

1. Date of certificate
2. Certificate reference
3. Details of alternative dispute resolution agent
   Title (Hon/Dr/Mr/Mrs/Miss/Ms) Full name
4. Trading name or division of agent (if applicable)
5. CIPRO number
6. Contact details of agent
   Telephone number (work) ( )
   Telephone number (cellular) ( )
   Fax number ( ) Email address
7. Complainant's details:
   7.1 Full names
   7.2 CIPRO number
   7.3 Contact details of complainant
   Telephone number (work) ( )
   Telephone number (cellular) ( )
   Fax number ( ) Email address
8. Respondent's details:
   8.1 Full name of respondent
   8.2 CIPRO number
   8.3 Contact details of respondent
   Telephone number (work) ( )
   Telephone number (cellular) ( )
   Fax number ( ) Email address
9. Findings of the agent
10. Description and reason for process failure
11. Attachments of relevant documentation (specify)

PART 2 - DECLARATION BY AGENT

The alternative dispute resolution agent confirms that the information contained in this certificate is accurate and complete.

Date: Name of signatory:

Signature

NCR Form 29

Complaint form in terms of section 136 (1)

NATIONAL CREDIT REGULATOR

COMPLAINT INITIATION FORM

(Initiating a complaint to the National Credit Regulator in terms of Section 136 of the Act)

General Information

1. A complainant that wishes to submit a complaint must complete this form in full. For help in filing in this form, please phone the National Credit Regulator
2. If you are a third party, completing this form on behalf of an individual, kindly refer to the regulations for details on the documentation that should accompany this form.
3. The complaint form and the documentation must be submitted to the National Credit Regulator

Complaint Initiation Form

1. Name of Complainant:
2. ID/CIPRO reg. No.
3. Date:
4. Address:

5. Tel:

6.1 Institution to which the complete relates:

6.2 Branch (if relevant):

6.3 Person representing institution:

(Editorial Note: Numbering as per *Government Gazette*)

7. Short description of complaint. Add pages is required:

8. I confirm that I want the National Credit Regulator to consider my complaint.
9. I understand that:
   - The National Credit Regulator will handle my complaint according to the requirements of the National Credit Act, 2005.
   - Confidential information may be considered by the National Credit Regulator in the process of handling my complaint.
   - The National Credit Regulator my need to communicate with other organisations in respect of the complaint question and may need to exchange information in this regard.
10. Should the National Credit Regulator require me to issue a statement under oath in respect of information contained in this form, I will do so.

Date: Place:

Name of signatory:

(Complainant or person duly authorised to act on the complainant's behalf - power of attorney complying with Regulation 50 must be enclosed)

Signature of call centre operator in the event of the complaint being initiated by a telephone call.

Signature:

NCR Form 30

Application by National Credit Regulator to National Consumer Tribunal in terms of section 137 (1)

NATIONAL CREDIT REGULATOR

REFERRAL TO TRIBUNAL IN TERMS OF SECTION 137 OF THE NATIONAL CREDIT ACT 34 OF 2005 (APPLICATION BY NCR TO TRIBUNAL)

PART 1 - APPLICANT INFORMATION

1. Details of applicant from the National Credit Regulator
   Title (Hon/Dr/Mr/Mrs/Miss/Ms) Full name
2. Division of applicant (if applicable)
3. Contact details of applicant
   Telephone number (work) ()
   Telephone number (cellular) ()
   Fax number ( ) Email address

PART 2 - APPLICATION DETAILS

1. Full name of participant/s
2. CIPRO number
3. Sector of industry (if applicable)
4. Application reason
   - For an order resolving a dispute over information held by a credit bureau, in terms of Part B of Chapter 4
   - For a declaration that all or part of a credit agreement is unlawful in terms of section 89 or 90
   - For an order compelling the delivery of a statement of account or to review a statement in terms of Part D of Chapter 5
   - To review the conduct of a sale of goods in terms of section 129 or 131, or the distribution of proceeds from such a sale
   - For leave to bring a complaint directly before the Tribunal
   - For an order condoning late filing
5. Application reason (other)
6. National Credit Regulator reference number (if applicable)
7. Date of application
8. Description of application
9. Order/relief sought

PART 3 - DECLARATION BY APPLICANT

The applicant confirms that the information contained in this application is accurate and complete.

Date: Name of authorised signatory

Signature

NCR Form 31

Notice of non-referral in terms of section 139 (1) (*a*)

NATIONAL CREDIT REGULATOR

NOTICE OF NON-REFERRAL ISSUED BY THE NATIONAL CREDIT REGULATOR IN TERMS OF SECTION 139 (1) (*a*) OF THE NATIONAL CREDIT ACT 34 OF 2005 IN TERMS OF A COMPLAINT

PART 1 - THE PARTIES

1. Complainant
   Full names and surname
   Identity number / passport number
   Telephone number (work) ()
   Telephone number (home) ( )
2. Entity/Person complained about
   Name of Entity / Person
   NCR Registration number (if applicable)
   Address of Entity / Person

PART 2 - THE COMPLAINT

Date on which complaint was lodged:
Short description of complaint:

PART 3 - REASONS FOR NON-REFERAL

Description and reasons for non-referral:

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of duly authorised representative of the National Credit Regulator

Full names of signatory

NCR Form 32
Application to National Consumer Tribunal in terms of section 140 (4)

NATIONAL CREDIT REGULATOR

REFERRAL TO THE NATIONAL CONSUMER TRIBUNAL BY THE NATIONAL CREDIT REGULATOR IN TERMS OF SECTION 140 (1) OR A COMPLAINANT IN TERMS OF SECTION 141 (1) OF THE NATIONAL CREDIT ACT 34 OF 2005

PART 1 - THE PARTIES

1. Complainant (if referral is in terms of section 141 (1))
   Full names and surname
   Identity number / passport number
   Telephone number (work) ()
   Telephone number (home) ( )
2. Entity/Person complained about
   Name of Entity / Person
   NCR Registration number (if applicable)
   Address of Entity / Person

PART 2 - THE COMPLAINT

Date on which complaint was lodged:
Short description of complaint:

PART 3 - REASONS, RELIEF AND LEAVE REQUIRED

Description and reasons for referral:

Provide details for the relief/order sought

In the event that leave should be obtained from the Tribunal, provide reasons why leave should be granted:

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of duly authorised representative of the National Credit Regulator
Full names of signatory

NCR Form 33
Application to National Consumer Tribunal in terms of section 141 (2) (*a*)

NATIONAL CREDIT REGULATOR

NOTICE OF APPLICATION IN TERMS OF SECTION 141 (2) (*a*) OF THE NATIONAL CREDIT ACT 34 OF 2005

CASE NO: X/X

In the matter of:- (insert full names of applicant) APPLICANT

AND

(insert full names of respondent / other interested party) RESPONDENT

TO: THE RESPONDENT {insert area/address}

AND TO: THE CLERK / REGISTRAR National Consumer Tribunal

AND TO: {insert name & address of all interested parties}

KINDLY TAKE NOTICE: that application will be made on [day] the [date] of [month] 2006 at [time]

or so soon thereafter as the matter maybe heard for an order in the following terms:-

(*a*)* that this matter be referred to the Consumer Court of [insert area/address];

(*b*)* that this matter be referred to the National Consumer Tribunal, [insert address].

KINDLY TAKE NOTICE FURTHER THAT the Affidavit of the Applicant [insert Applicant's name]

attached hereto shall be used in support of this application.

KINDLY TAKE NOTICE FURTHER THAT the Applicant chooses the below mentioned address for service upon him/her* of all documents relating to this matter.

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of Applicant
Full name and address of Applicant

NCR Form 34
National Credit Regulator's register of registrant in terms of section 53 (1)

NATIONAL CREDIT REGULATOR

NCR REGISTER OF REGISTRANTS IN TERMS OF SECTION 53 (1) OF THE NATIONAL CREDIT ACT 34 OF 2005

PART A CREDIT PROVIDERS:

Registrant's NCR registration number
Registrant's full name
Registrant's trading name (if applicable)
Registrants identity number or CIPRO or other official registration number
Activities which registrant is permitted to engage in
Date of registration

Conditions of registration (if applicable)
Physical address
Telephone No Fax No
Email address
Contact person
Alterations of registration (if applicable)

PART B DEBT COUNSELLORS:

Registrant's NCR registration number
Registrant's full name
Registrant's trading name (if applicable)
Registrant's identity number
Activities which registrant is permitted to engage in
Date of registration
Conditions of registration (if applicable)
Physical address
Telephone No. Fax No.
Email address
Contact person
Alterations of registration (if applicable)

PART C CREDIT BUREAUS:

Registrant's NCR registration number
Registrant's full name
Registrant's trading name (if applicable)
Registrant's CIPRO or other official registration number
Activities which registrant is permitted to engage in
Date of registration
Conditions of registration (if applicable)
Physical address.
Telephone No. Fax No.
Email address
Contact person
Alterations of registration (if applicable)

NCR Form 34.1
National Credit Regulator's register of provincial registrants in terms of section 53 (1) (*b*)

NATIONAL CREDIT REGULATOR

NCR REGISTER OF PROVINCIAL REGISTRANTS IN TERMS OF SECTION 53 (1) (*b*)
OF THE NATIONAL CREDIT ACT 34 OF 2005

PROVINCE

PART A CREDIT PROVIDERS:

Registrant's NCR registration number
Registrant's full name
Registrant's trading name (if applicable)
Registrants identity number or CIPRO or other official registration number
Activities which registrant is permitted to engage in
Date of registration
Conditions of registration (if applicable)
Physical address
Telephone No. Fax No.
Email address
Contact person
Alterations of registration (if applicable)

PART B DEBT COUNSELLORS:

Registrant's NCR registration number
Registrant's full name
Registrant's trading name (if applicable)
Registrant's identity number
Activities which registrant is permitted to engage in
Date of registration
Conditions of registration (if applicable)
Physical address
Telephone No. Fax No.
Email address
Contact person
Alterations of registration (if applicable)

PART C CREDIT BUREAUS:

Registrant's NCR registration number
Registrant's full name
Registrant's trading name (if applicable)
Registrant's CIPRO or other official registration number
Activities which registrant is permitted to engage in
Date of registration
Conditions of registration (if applicable)
Physical address.
Telephone No. Fax No.
Email address
Contact person
Alterations of registration (if applicable)

NCR Form 35
Request for info in registries in terms of section 14 (*c*) (ii)

NATIONAL CREDIT REGULATOR

APPLICATION FOR INFORMATION IN TERMS OF SECTION 14 (*c*) (ii) OF THE NATIONAL CREDIT ACT 34 OF 2005

Name of the Applicant:
Address
Telephone number Code: ( )

To : The National Credit Regulator

I, the above mentioned Applicant, hereby request the following information regarding the under-mentioned registrant: {insert information required and reason for such request}

Name of Registrant
NCR Registration number (if available)
Address of Registrant

Signed at [*place*] on this [*day*] of [*month*] of [*year*]

Signature of Applicant
Full name of signatory

NCR Form 36

Register of marketing selection made by consumer in terms of section 74 (7) (*a*)

REGISTER OF MARKETING OPTIONS IN TERMS OF SECTION 74 (7) (*a*) OF THE NATIONAL CREDIT ACT 34 OF 2005

Consumer's full name

Consumer's account number

Consumer's contact details

Date on which option was selected by consumer

Tick which marketing option was selected by the consumer

- Consumer declined pre-approved annual credit limit increases
- Consumer opted to be excluded from telemarketing campaigns by or on behalf of the credit provider
- Consumer opted to be excluded from marketing or customer list sold or distributed by credit provider
- Consumer opted to be excluded from distribution of any mass sms or email messages

NCR Form 37

Register of Agents in terms of section 163 (2) (*b*)

REGISTER OF AGENTS IN TERMS OF SECTION 163 (2) (*b*) OF THE NATIONAL CREDIT ACT 34 OF 2005

No.

Full name(s) and surname of agent

Agent's identity number

Date of appointment of agent

Details of activities which agent is authorised to conduct on behalf of credit provider

NCR Form 38

Agents' Identity card in terms of section 163 (2) (*a*)

AGENT'S IDENTITY CARD NCR FORM 38

Agent:

Name: {*Only required if agent has no other form of identification*}

ID No/CIPRO or other: {*Only required if agent has no other form of identification*}

Lender Name & Logo

Optional text or corporate id

Agent/employee's photo.

Position & size mandatory {*Only required if agent has no other form of identification*}

Optional text or corporate id

Form 39

Credit provider's statistical return

NATIONAL CREDIT REGULATOR

FORM 39 STATISTICAL RETURN

Line					
1	Name of Registered Entity				
2	NCR Registration Number			DTI CIPRO No	
6	Start of reporting period	dd/mm/yyy			
7	End of reporting period	dd/mm/yyy			
4	Name/ designation person completed this form				
5	E-Mail				
6	Contact telephone number	Code		Number	

1	Summary of All Credit Agreements
	Section 1: Summary Of Credit Agreement/ transaction flow

Information provided in Section 1 relates to credit agreements entered into and credit facilities utilised during the reporting period

1.1. Applications and Rejections

1.1.1	Number of applications for credit and credit facilities received	Number	
1.1.2	Number of applications rejected	Number	

1.2 Credit agreements entered into and credit facility transactions effected

1.2.1	Total Rand value of credit agreements entered into reporting period	R	
1.2.2	Total Number of credit agreements entered into during period	Number	
1.2.3	Total rand value of credit facility transactions utilised	R	
1.2.4	Total number of credit facility transactions effected	Number	

1.3 Provincial Distribution of credit agreement and credit facility transactions

		Eastern Cape	Free State	Gauteng	KwaZulu Nat.	Limpopo
1.3.1	R' value of credit agreements					
1.3.2	R' value credit facility trans.					

		Mpumalanga	Northern Cape	North West	Western Cape
1.3.3	R' value of credit agreements				
1.3.4	R' value credit facility trans.				

1.4 Gender, Low Income, Historically Disadvantaged Persons

		Number	Rand Value
1.4.1	Number of applications received from HDPs		
1.4.2	Number of applications from HDPs rejected		
1.4.3	Credit agreements with/ facility transactions by HDPs		
1.4.4	Credit agreements with/ facility transactions by low income		
1.4.5	Credit agreements with/ facility transactions by women		
1.4.6	Credit agreements/ facility transactions with juristic persons		
1.4.7	Credit agreements/ facility trans with residents of rural/ low density areas		

Information provided in section 2.1 to 2.4 are numbers as at the end of the reporting period

2	**Section 2: Summary of Debtors book**		
2.1	Total Gross value of debtors book on last day of period	Rand	
2.2	Minus: Total Provision for doubtful debt on last day of period	Rand	
2.3	Equals: Net value of debtors book on last day of period	Rand	
2.4	Number of accounts that make up the debtors book	Number	
2.5	Rand value of write-offs during period	Rand	
2.6	Number of accounts written-off during period	Number	

1	Name of Registered Entity		
2	NCR Registration Number		
3	Start of reporting period	dd/mm/yyy	
4	End of reporting period	dd/mm/yyy	

Mortgage Agreement							
3	**Section 3: Credit Agreements Entered into during quarter**						
3.1	**Value and Volume of credit agreements entered into during reporting period**						
		0K-R50K	**R51K-R100K**	**R101K-R150K**	**R151K-R350K**	**R351K-R700K**	**m700K**
	R Value						
	Number						
	Ave Term						

3.2	**Gender, Low Income. Historically Disadvantaged Persons, Low density areas**		
	Agreements entered into during reporting period	**Number**	**Rand Value**
	Number of applications received from HDPs		
	Number of applications from HDPs rejected		
	Credit agreements entered into with HDPs		
	Credit agreements entered into with low income persons		
	Credit agreements with residents of rural/ low density areas		
	Credit agreements with juristic persons		
	Credit agreements with women		

3.3	**Income Categories of clients- Gross Income Categories of Individuals**						
	R0-R3500	**R3501-R5500**	**R5501-R7500**	**R7501-R10K**	**R10.1K-R15K**	**>R15000**	**Total**
R Value							
Number							
Ave Term							

4	**Section 4: Summary of Debtors book**		
	Total Gross value of debtors book on last day of period	Rand	
	Minus: Total provision for doubtful debt on last day of period	Rand	
	Equals: Net value of debtors book on last day of period	Rand	
	Number of accounts that make up the debtors book	Number	
	Rand value of write-offs during period	Rand	
	Number of accounts written-off during period	Number	

	Age Analysis of Debtors Book						
	Current	**30 Days**	**31 to 60 Days**	**61-90 Days**	**90-120**	**120+**	**Total**
R Value							
Number							

Line			
1	Name of Registered Entity		
2	NCR Registration Number		
3	Start of reporting period	dd/mm/yyy	
4	End of reporting period	dd/mm/yyy	

	Credit Facilities
5	**Section 5: Credit Facility Transactions effected**
5.1	**Value, Volume of credit facility transactions effected**

Bank products	**Overdraft**	**Credit**	**Garage**	**Other**	**Total**
Value of credit used	**Bank Account**	**Card**	**Card**	**Facility**	
Rand Value of credit used					
Number of facility transactions					

Retail and Other Products	**Store card**	**Store card**	**Store card**	**Store card**	**Services**
	Furniture	**Clothing**	**Other Durable**	**Semi Durable**	
Rand Value of credit used					
Number of facility transactions					

5.2	**Gender, Low Income, Historically Disadvantaged Persons, Low density areas**

		Number	Rand Value
	Number of applications received from HDPs		
	Number of applications from HDPs rejected		
	Credit facility transactions by HDPs		
	Credit facility transactions by low income people		
	Credit facility transact by residents in rural/low dens areas		
	Credit facility transactions by women		
	Credit facility transactions by juristic person		

5.3	Income Categories. Gross Income Categories of individuals						
	R0 - R3500	R3501 - R5500	R5501 - R7500	R7501 - R10K	R10.1K - R15K	>R15000	Total
R Value							
Number							

5.4	Facility Limits		
	Total Rand Value of credit facility limits	Rand	
	Total Rand Value of credit facility limits for HDPs	Rand	
	Average credit limit all credit facility accounts	Rand	
	Average credit limit for HDP credit facility accounts	Rand	
6	Section 6: Debtors Book		
	Total Gross value of debtors book on last day of period	'Rand	
	Minus: Total provision for doubtful debt on last day of period	'Rand	
	Equals: Net value of debtors book on last day of period	'Rand	
	Number of accounts that make up the debtors book	'Number	
	Rand value of write-offs during period	'Rand	
	Number of accounts written-off during period	'Number	

	Age Analysis of Debtors Book						
	Current	30 Days	31 to 60 Days	61-90 Days	90-120	120+	Total
R Value							
Number							

Line			
1	Name of Registered Entity		
2	NCR Registration Number		
3	Start of reporting period	dd/mm/yyyy	
4	End of reporting period	dd/mm/yyyy	

	UNSECURED CREDIT TRANSACTIONS						
7	Section 7: Credit Agreement Flow						
7.1	Value and Volume according to TERM						
	Medium	6 Months	9 & 12 Months	18 Months	24 Months	36 Months	Total
	R' Value						
	# of Loans						

	Long Term		3.1 -5 Years	5.1 -10 Years	10.1-20 Years	>20.1 Years	Total
	R' Value						
	# of Loans						
7.2	**Value and Volume according to Size bands**						
		0K - R3K	**R3.1K - R5K**	**R5.1K - R8K**	**R8.1K- R10K**	**R10.1K - R15K**	**R15.1K+**
	R' Value						
	# of Loans						
	AVERAGE						
7.3	**Gender, Low Income, Historically Disadvantaged Persons, Low density areas**						

		Number	Rand Value
	Number of applications received from HDPs		
	Number of applications from HDPs rejected		
	Credit agreements entered into with HDPs		
	Credit agreements entered into with low income people		
	Credit agreements with residents in rural/low density areas		
	Credit agreements with women		
	Credit agreements with juristic persons		

7.4	**Income Categories of clients- Gross Income Categories**						
	R0 - R3500	**R3501 - R5500**	**R5501 - R7500**	**R7501 - R10K**	**R10.1K - R15K**	**>R15000**	**Total**
R Value							
Number							
7.5	**Purpose of credit**						
	Housing and related	**Education**	**Small business**	**Emergency (See below)**	**Service**	**Other**	**Total**
R Value							
Number							
	Emergency loans analysis						
		Death/Funeral	**Medical**	**Income loss**	**Loss- theft or fire**	**Other Emergency**	**Total**
	Rand Value						
	Number						

8	**Section 8: Summary of Debtors book**		
	Total gross value of debtors book on last day of period	Rand	
	Minus: Total provision for doubtful debt on last day of period	Rand	
	Equals: Net value of debtors book on last day of period	Rand	
	Number of accounts that make up the debtors book	Number	
	Rand value of write-offs during period	Rand	
	Number of accounts written-off during period	Number	

	Age Analysis of Debtors Book						
	Current	**30 Days**	**31 to 60 Days**	**61 - 90 Days**	**90 - 120**	**120+**	**Total**
R Value							
Number							

Line			
1	Name of Registered Entity		
2	NCR Registration Number		
3	Start of reporting period	dd/mm/yyyy	
4	End of reporting period	dd/mm/yyyy	

	Short Term Credit Transactions						
9	**Section 9: Credit Agreement Flow**						
9.1	**Value and Volume according to TERM**						
	Medium	**< 1 Month**	**1 Month**	**3 Months**	**4 Months**	**6 Months**	**Total**
	R' Value						
	# of Loans						
9.2	**Value and Volume according to Size bands**						
		0 - 1000K	**R1001 - R2000**	**R2001 - R3000**	**R3001 - R5000**	**R5001 - R7000**	**>R7000**
	R' Value						
	# of Loans						
	Average Term						
9.3	**Gender, Low Income, Historically Disadvantaged Persons, Low density areas**						

	Number	Rand Value
Number of applications received from HDPs		
Number of applications from HDPs rejected		
Credit agreements entered into with HDPs		
Credit agreements entered into with low income people		
Credit agreements with residents in rural/low density areas		
Credit agreements with women		
Credit agreements with juristic persons		

9.4	**Income Categories of clients- Gross Income Categories**						
	R0 - R3500	**R3501 - R5500**	**R5501 - R7500**	**R7501 - R10K**	**R10.1K - R15K**	**>R15000**	**Total**
R Value							
Number							
9.5	**Purpose of credit**						
	Housing and related	**Education**	**Small business**	**Emergency (See below)**	**Service**	**Other**	**Total**
R Value							
Number							

	Emergency loans analysis						
		Death/ Funeral	**Medical**	**Income loss**	**Loss-theft or fire**	**Other Emergency**	**Total**
	Rand Value						
	Number						

10	**Section 10: Summary of Debtors book**		
	Total gross value of debtors book on last day of period	Rand	
	Minus: Total provision for doubtful debt on last day of period	Rand	
	Equals: Net value of debtors book on last day of period	Rand	
	Number of accounts that make up the debtors book	Number	
	Rand value of write-offs during period	Rand	
	Number of accounts written-off during period	Number	

	Age Analysis of Debtors Book						
	Current	**30 Days**	**31 to 60 Days**	**61- 90 Days**	**90-120**	**120+**	**Total**
R Value							
Number							

Line			
1	Name of Registered Entity		
2	NCR Registration Number		
3	Start of reporting period	dd/mm/yyy	
4	End of reporting period	dd/mm/yyy	

	OTHER CREDIT AGREEMENTS						
11	**Section 11 Credit Agreement Flow**						
11.1	**Value and Volume according to Size bands**						
		0R - R1500	**R1500 - R3000**	**R3.1K - R5K**	**R5.1K - R10K**	**R10.1K - R20K**	**R20.1K - R40K**
	R' Value						
	# of Loans						
	AVE Term						
11.2	**Value and Volume according to Size bands Continue**						
		R40.1K - R60K	**R60.1 - 100K**	**R101K - R150**	**R151K - R200**	**R201K - R400K**	**>R400K**
	R' Value						
	# of Loans						
	AVE Term						

11.3	**Value and Volume according to purpose/utilisation**						
		Vehicles	**Furniture**	**Clothing**	**Other Durable**	**Other Semi Durable**	**Services**
	R' Value						
	# of Loans						

	AVE Term						

11.4	**Gender, Low Income, Historically Disadvantaged Persons, Low density areas**		
		Number	**Rand Value**
	Number of applications received from HDPs		
	Number of applications from HDPs rejected		
	Credit agreements entered into with HDPs		
	Credit agreements entered into with low income people		
	Credit agreements with persons residing in low density areas		
	Credit agreements with women		
	Credit agreements with juristic persons		

11.5	**Income Categories of clients- Gross Income Categories**						
	R0 - R3500	**R3501 - R5500**	**R5501 - R7500**	**R7501 - R10K**	**R10.1K - R15K**	**>R15000**	**Total**
R Value							
Number							

	OTHER CREDIT AGREEMENTS Continue	
12	**Section 12: Summary of Debtors book**	
	Total gross value of debtors book on last day of period	Rand
	Minus: Total provision for doubtful debt on last day of period	Rand
	Equals: Net value of debtors book on last day of period	Rand
	Number of accounts that make up the debtors book	Number
	Rand value of write-offs during period	Rand
	Number of accounts written-off during period	Number

	Age Analysis of Debtors Book						
	Current	**30 Days**	**31 to 60 Days**	**61 - 90 Days**	**90 - 120**	**120+**	**Total**
R Value							
Number							

Line			
1	Name of Registered Entity		
2	NCR Registration Number		
3	Start of reporting period	dd/mm/yyy	
4	End of reporting period	dd/mm/yyy	

	Developmental Credit
13	**Section 13 Credit Agreement Flow**
	Value and Volume - Credit agreements entered into during period

13.1	**Value and Volume according to Group and individual lending**				
			Group	**Individual**	**Total**
	R' Value				
	# of Loans				

13.2	**Value and Volume according to TERM**						
	Medium	**<=4 months**	**5 - 12 months**	**12.1 - 24 months**	**24.1 - 36 months**	**>36 months**	**Total**

	R' Value						
	# of Loans						

13.3	**Value and Volume according to Size bands**						
		R1 - R1500	**R1501 - R3000**	**R3.01K - R5K**	**R5.01K - R10K**	**R10.1K - R20K**	**R20K - R40K**
	R' Value						
	# of Loans						
	AVE Term						

13.4	**Purpose of borrowing**						
		Small	**Low Income**	**Education**	**Credit**	**Other**	**Total**
		Business	**Housing**	**Loan**	**Co-op**		
	R' Value						
	Number						
	AVE TERM						

13.5	**Gender, Low Income, Historically Disadvantaged Persons, Low density areas**		
		Number	**Rand Value**
	Number of applications received from HDPs		
	Number of applications from HDPs rejected		
	Credit Agreements entered into with HDPs		
	Credit Agreements entered into with low income people		
	Credit Agreements with persons residing in low density areas		
	Credit Agreements with women		
	Credit agreements with juristic persons		

13.6	**Income Categories of clients- Gross Income Categories**						
	R0 - R1500	**R1501 - R3500**	**R3501 - R5500**	**R5501 - R7500**	**R7501 - R10K**	**R10.1K - R15K**	**Total**
R Value							
Number							

14	**Section 14: Summary of Debtors book**		
	Total gross value of debtors book on last day of period	Rand	
	Minus: Total provision for doubtful debt on last day of period	Rand	
	Equals: Net value of debtors book on last day of period	Rand	
	Number of accounts that make up the debtors book	Number	
	Rand value of write-offs during period	Rand	
	Number of accounts written-off during period	Number	
	Age Analysis of Debtors Book		

	Current	30 Days	31 to 60 Days	61 - 90 Days	90 - 120	120+	Total
R Value							
Number							

Line			
1	Name of Registered Entity		
2	NCR Registration Number		
3	Start of reporting period	dd/mm/yyy	
4	End of reporting period	dd/mm/yyy	
4	Name of person that completed this form		
5	E-Mail		
6	Contact telephone number Code	Code	Number

15	**Pawn Transactions**		
	Value and Volume - Pawn transactions during period		
		Number	**Value**
15.1	Total Number of pawn agreements		
	Pawn Agreements entered into with HDPs		
	Pawn Agreements with women		
	Pawn Agreements with men		
	Pawn Agreements with persons residing in low density areas		

15.2 Indicate percentage distribution amongst different types of goods pawned

	Electronic Goods	Cell phones	Jewellery	Elect./ Mech. Tools	White goods	Bicycles
%						
	Toys	**Livestock**	**Other**			**Total**
%						100%

15.3 Purpose for which money is used by client

		To pay off debt	School or Education fees	For living: Rent. Food transport etc.	Emergency See below	Other	Total
	Rand Value						
	Number						
	Emergency loans analysis						
		Death and Funeral	**Medical and Illness**	**Inter-ruption of Income**	**Loss: theft or fire etc**	**Other Emergency**	**Total**
	Rand Value						
	Number						

16	Section 16: Summary of Debtors (Pawn) book		
	Total Gross Value of Debtors Book on last day of period	'Rand	
	Minus: Total Provision for doubtful debt on last day of period	'Rand	
	Equals: Net Value of Debtors Book on last day of period	'Rand	
	Number of accounts that make up the debtors book	'Number	
	Rand Value of write-offs during period	'Rand	
	Number of accounts written-off during period	'Number	

Analysis of contracts for which payments were not received /goods not collected

No payment received		**Rescheduled**	
Number of clients	Rand Value	Number of clients	Rand Value

1	Name of Registered Entity			
2	NCR Registration Number			
3	Start of reporting period	dd/mm/yyy		
4	End of reporting period	dd/mm/yyy		

Section 16: Pricing

Pricing: To be completed once a year for 1 January to 31 December by all credit providers

16.1 Mortgage Agreements

Initiation Fee

Indicate the Initiation fee that will be charged In case of agreements for the following amounts

	R50 000	R100 000	R150,000	R350,000	R700,000	R1 000 000
Initiation fee						

Monthly service fee

	R50 000	R100 000	R150,000	R350,000	R700,000	R1 000 000
Lowest fee						
Highest Fee						
Average						

Interest rate:

	R50 000	R100 000	R150,000	R350,000	R700,000	R1 000 000
Lowest rate						
Highest rate						
Average						

16.2 Credit Facilities

Initiation Fee

Indicate the Initiation fee that will be charged for credit facilities with the following limits

	R1,500	R3,000	R5,000	R10,000	R15,000	R20,000
Initiation fee						
Monthly service fee						
Of facilities in the following credit limit categories report lowest, highest and AVE fees						
	R1,500	R3,000	R5,000	R10,000	R15,000	R20,000
Lowest fee						
Highest Fee						
Average						
Interest rate:						
Of facilities in the following credit limit categories report lowest highest and AVE rates						
	1500	R3,000	R5,000	R10,000	15000	20000
Lowest rate						
Highest rate						
Average						

16.3	**Unsecured Credit Transactions**						
	Initiation Fee						
	Indicate the initiation fee that will be charged in case of agreements for the following amounts						
		3000	5000	R8,000	R10,000	R15,000	R20,000
	Initiation fee						
	Monthly service fee						
		3000	5000	R8,000	R10,000	R15,000	R20,000
	Lowest fee						
	Highest Fee						
	Average						
	Interest rate:						
		3000	5000	R8,000	R10,000	R15,000	R20,000
	Lowest fee						
	Highest Fee						
	Average						

16.4	**Short Term Credit Transactions**						
	Initiation Fee						
	Indicate the initiation fee that will be charged in case of agreements for the following amounts						
		R500	R1,000	R2,000	R4,000	R6,000	R8,000
	Initiation fee						
	Monthly service fee - for transactions in following size bands						
		R500	R1,000	R2,000	R4,000	R6,000	R8,000
	Lowest fee						

	Highest Fee						
	Average						
	Interest rate:- for transactions in following size bands						
		R500	R1,000	R2,000	R4,000	R6,000	R8,000
	Lowest rate						
	Highest rate						
	Average						
16.5	**Other credit Transactions**						
16.5.1	**Pricing for agreements up to R40 000**						
	Initiation Fee						
	Indicate the initiation fee that will be charged in case of agreements with the following amounts						
		R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
	Initiation fee						
	Monthly service fee						
		R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
	Lowest fee						
	Highest Fee						
	Average						
	Interest rate:						
		R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
	Lowest rate						
	Highest rate						
	Average						
16.5.1	**Pricing for agreements with a value above R40 000**						
	Initiation Fee						
	Indicate the Initiation fee that will be charged in case of agreements for the following amounts						
		R60,000	R100,000	R150,000	R200,000	R400,000	R800,000
	Initiation fee						
	Monthly service fee						
		R60,000	R100,000	R150,000	R200,000	R400,000	R800,000
	Lowest fee						
	Highest Fee						
	Average						
	Interest rate:						
		R60,000	R100,000	R150,000	R200,000	R400,000	R800,000
	Lowest rate						
	Highest rate						
	Average						

(Editorial Note: Numbering as per *Government Gazette*)

16.6	**Developmental Transactions**

16.6.1	**Pricing for small business loans**						
	Initiation Fee						
	Indicate the initiation fee that will be charged in case of agreements for the following amounts						
		R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
	Initiation fee						
	Monthly service fee for following loan amounts						
		R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
	Lowest fee						
	Highest Fee						
	Average						
	Interest rate:						
		R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
	Lowest rate						
	Highest rate						
	Average						
16.6.2	**Pricing for the development of low income housing** (**Unsecured**)						
	Initiation Fee						
	Indicate the initiation fee that will be charged in case of agreements for the following amounts						
		R5,000	R10,000	R15,000	R20,000	R40,000	R60,000
	Initiation fee						
	Monthly service fee						
		R5,000	R10,000	R15,000	R20,000	R40,000	R60,000
	Lowest fee						
	Highest Fee						
	Average						
	Interest rate						
		R5,000	R10,000	R15,000	R20,000	R40,000	R60,000
	Lowest rate						
	Highest rate						
	Average						
16.6.3	**Pricing for other developmental loans**						
	Initiation Fee						
	Indicate the initiation fee that will be charged In case of agreements for the following amounts						
		R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
	Initiation fee						
	Monthly service fee						
		R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
	Lowest fee						
	Highest Fee						

Average						
Interest rate						
	R1,500	R3,000	R5,000	R10,000	R20,000	R40,000
Lowest rate						
Highest rate						
Average						

16.7	**Pawn Transactions**						
	Initiation Fee						
	Indicate the Initiation fee that will be charged In case of agreements for the following amounts						
		R500	R1,000	R2,000	R4,000	R6,000	R8,000
	Initiation fee						
	Monthly service fee - for transactions in following size bands						
		R500	R1,000	R2,000	R4,000	R6,000	R8,000
	Lowest fee						
	Highest Fee Average						
	Interest rate:- for transactions in following size bands						
		R500	R1,000	R2,000	R4,00	R6,000	R8,000
	Lowest rate						
	Highest rate						
	Average						

THIS SECTION TO BE COMPLETED BY REGISTERED CREDIT PROVIDERS EXCEPT FOR PAWNBROKERS

Line		
1	Name of Registered Entity	
2	NCR Registration Number	
3	Start of reporting period dd/mm/yyy	
4	End of reporting period dd/mm/yyy	

22	**Section 22: Insurance**

22.2 *a*) **Credit Insurance sold with credit agreements** | *b*) **Insurance products offered by clients**

	a) R value of Credit	a) R value of Credit Insurance	b) R Value of Credit	b) Number of Transactions
Credit Life1				
Cover for immovable property				
Cover for movable property				
Cover for cards, pins and similar2				
Optional3 'Describe				

Please give a description of the types of optional Insurance on offer.

22.3 Cost and fees of credit insurance

Please Indicate the charge for each of the following on a per R1000 per Month basis

	Cost Risk Cover	**Admin-istration**	**Com-mission**	**Other**	**Total Premium**
Credit Life1					
Cover for Immovable property					
Cover for movable property					
Cover for cards, pins and similar2					
Optional 3					

22.3 Claims analysis

Please indicate the number and value of claims submitted to insurance company during past reporting period for which claims were either paid or declined by insurer

Note exclude claims that are still pending from statistics.

	Number submitted	**Number settled**	**Number paid out**	**R Value Claimed**	**R Value Paid**
Credit Life1					
Cover for immovable property					
Cover for movable property					

THIS SECTION TO BE COMPLETED BY REGISTERED CREDIT PROVIDERS EXCEPT FOR PAWNBROKERS

Line			
1	Name of Registered Entity		
2	NCR Registration Number		
3	Start of reporting period	dd/mm/yyy	
4	End of reporting period	dd/mm/yyy	

Cover for cards, pins and similar2					
Optional 3					

THIS SECTION TO BE COMPLETED BY ALL CREDIT PROVIDERS EXCEPT PAWNBROKERS

22	**Section 22: Insurance Continue**

22.1 List of Insurers

Please indicate the name of insurer for whom you act as an intermediary for credit Insurance.

Hollard		Momentum		African Life	
SA Eagle		Old Mutual		RMB	
Standard General		Capital Alliance		Metropolitan	
Other		Name			
Other		Name			
Other		Name			

Is one of the insurers mentioned above related to credit provider. Either being a sister, holding or subsidiary company?

Is one or more of the insurers mentioned above a cell captive or similar structure in which the credit provider Is a stakeholder?

Yes ☐ No ☐

Line			
1	Name of Registered Entity		
2	NCR Registration Number		DTI CIPRO No
6	Start of reporting period	dd/mm/yyy	
7	End of reporting period	dd/mm/yyy	
3	Number of branches registered with NCR		
4	Name/ designation person completed this form		
5	E-Mail		
6	Contact telephone number Code	Code	Number

DECLARATION

I, the undersigned am duly authorised to sign this statistical return.

I declare that this return is a fair and accurate representation of credit agreements/ transactions entered into by the registered entity.

Name:		
Signature		
Date	dd/mm/yyyy	

Form 40

Credit provider's annual financial and operational return

NCR ANNUAL FINANCIAL STATEMENT AND OPERATIONAL RETURN

1	Name of Registered Entity		
2	NCR Registration Number		
6	Financial year-end month		
7	Year for which return is completed		
4	Name/ designation person completed this form		
5	E-Mail		
6	Contact telephone number	Code	Number

	INCOME STATEMENT		
1	**Revenue**		Note
1.1	Interest income on credit extension		
1.2	Administration and Service fee income on credit extension		
1.3	Commission and fees from credit insurance		
1.4	Bad debts recovered		
1.5	Other		
1.6	Total revenue from credit extension		
1.7	Other interest income		
1.8	Other Income		
1.9	**Total revenue**		
2	**Expenses**		
2.1	Bad debt write-offs on		
2.2	Change in provision for bad debt (indicate negative if decrease)		
2.3	Interest paid (Exclude bank charges)		

2.4	Directors' remuneration	
2.5	Salaries and wages	
2.6	Staff training costs	
2.7	Exceptional loss/ expense	
2.8	Other expenses	
2.9	**Total Expenses**	
3	**Net Income from operations**	
4	Value added tax and STC	
5	Taxation	
6	**Net Income After Tax**	
7	Minority Interest	
8	**NET INCOME**	

Notes

1

2

3

1	Name of Registered Entity	
2	NCR Registration Number	
6	Financial year-end month	
7	Year for which return is completed	

9 BALANCE SHEET

		Latest Balance	Average Balance (t+t1)/2	Note
9.1	Equity			
9.2	Total Debt			
9.3	Total Other liabilities			
9.4	TOTAL EQUITY and LIABILITES			
9.5	Gross Debtors			
9.6	Provision for bad debt			
9.7	Net Debtors			
9.8	Other Assets			
9.9	TOTAL ASSETS			

Notes

1

2

1	Name of Registered Entity		
2	NCR Registration Number		
6	Financial year-end month		
7	Year for which return is completed		
4	Name/ designation person completed this form		
5	E-Mail		
6	Contact telephone number	Code	Number

11 Black Economic empowerment

Please indicate the percentage of ownership/ shareholding in the credit provider by:

Historically disadvantaged persons (HDP) %

Other: %

Please indicate commitments made with regards to Broad Based Black Economic Empowerment

12 Employment Equity

Have you submitted an Employment Equity plan to the Department of Labour? Yes/ No

If not please indicate below what measures have been taken with regards to employment equity.

12.1 Employment Records

Total number of people employed by credit provider		Number
Percentage of total employment number HDP		Number
Number of people employed by agents and brokers		Number
Percentage of total employment number HDP		%

1	Name of Registered Entity		
2	NCR Registration Number		
6	Financial year-end month		
7	Year for which return is completed		
4	Name/ designation person completed this form		
5	E-Mail		
6	Contact telephone number	Code	Number

10 Declaration by Accounting Officer

(Editorial Note: Numbering as per original *Government Gazette*.)

This return has been reviewed by the accounting officer.

Name of Accounting Officer	
Name of professional body.	
Membership/ registration number	

I the undersigned are the appointed accounting officer and declare that I have reviewed the information provided in this return.

Signature		
Date		
Contact Telephone Code		

Form 41

Compliance return for debt counsellors

NCR COMPLIANCE RETURN FOR DEBT COUNSELLING

1	Name of debt counsellor	
2	NCR Registration Number	
3	Period for which return completed	
4	E-mail	
5	Contact telephone number	

I, the undersigned, hereby confirm that I comply with all the provisions of the National Credit Act, 34 2005, in as far as it relates to the conduct and compliance in respect of registered debt counsellors.

I do not comply in the following areas:

Reasons for non-compliance:

Date:

Signature:

Form 42

Statistical return for debt counsellors

NATIONAL CREDIT REGULATOR

QUARTERLY STATISTICAL RETURN: DEBT COUNSELLORS

PART 1: Details of registered debt counsellor

Line					
1.1	Name of Registered Entity				
1.2	NCR Registration Number			DTI CIPRO No.	
1.3	Start of reporting period	dd/mm/yyy			
1.4	End of reporting period	dd/mm/yyy			

1.5	Name/ designation person completed this form			
1.6	E-Mail			
1.7	Contact telephone number Code	Code		Number	
1.8	Date		Signature	

Part 2: Case Analysis

		This quarter	Since start of services (running total)
2.1	Number of enquiries received		
2.2	Number of applications received		
	Of which:		
2.2.1	Number of cases accepted (Social contracts signed)		
2.2.2	Number under consideration		
2.2.3	Number of cases rejected		
2.2.4	Review terminated as per Section 86 (10) of the Act		

	Please indicate reasons for rejecting the application.	This quarter	Since start of services (running total)
i)	All necessary documents not supplied		
ii)	Consumer failed to respond to reasonable requests		
iii)	Consumer not over indebted		
iv)	Other		

2.3 Analysis of Work In progress.

Of cases accepted please provide an analysis of restructuring progress

	Work in Progress			Cases restructured		
	Less than 30 Days	> 30 Days Await feedback from Creditors	>30 Days Await feedback from Consumer	Proposals made to Magistrates Court	Restructure orders issued by Magistrate	Voluntary Consent orders Filed
2.3.1 # This quarter						
2.3.2 # Since start						

Please list the cases that are more than 30 days in work in progress on page 3 Table A.

2.4 Clearance certificates issued

Please indicate the number of clearance certificates issued.

This quarter	Since start of

2.5 Client defaults

Please indicate the number of clients for which Restructure or Consent orders were issued but who failed to comply with the obligations stipulated

This quarter	Since start of

Part 3: Social economic profile of consumers accepted

3.1: Income: Gross Income (Income from salary advice before any deductions)

Classify cases accepted in last quarter for each of the following income categories. Indicate number

R0-R1500	R1501-R3500	R3501-R5500	R5501-R7500	R7501-R10K	R10.1K-R15K	>R15K

3.2 Race

Classify cases accepted in last quarter for each of the following race categories. Indicate number

Black	Coloured	Asian	White

3.3 Gender

Classify cases accepted in last quarter according to gender.

	Female	Male
Number of cases		

3.4 Age

Classify cases accepted in last quarter according to age.

18-20	21-25	26-30	36-45	46-55	56-65	65+

3.5 Economic sector of employment

Classify cases accepted in last quarter according to job description or sector of employment

Government

Teaching	Police/ Defence	Nurse	Other: Central Govern-ment	Other: Provincial Government	Other: Local Government (Municipality)	

Non-Government

Domestic/cleaning	Financial Services	Retail	Hospitality	Manufacturing	Motor
Mining	Agriculture	NGO	Other		

List other occupations and sector

Part 4: Indebtedness profile and reckless credit

4.1 Indebtedness profile of cases accepted into programme this quarter

Please indicate the indebtedness profile of all consumers accepted into program this quarter in Table B

4.2 Number of cases accepted with reckless credit

Please indicate the number of cases accepted in past quarter in which one or more reckless credit agreement were found

4.3 List of reckless credit agreements

Please list detail of all of the reckless credit agreements in Table C.

TABLE A

Of cases accepted please provide an analysis of restructuring progress of Work in progress more than 30 days.

1 Awaiting documents/information from consumer

2 Awaiting information from creditor

3 Other - describe

	Case number	*Surname*	*Initials*	*Reason: 1, 2 or 3. Describe 3*

TABLE B

Indebtedness profile of cases accepted this quarter.

Surname	*Initials*	*Gross Income*	*Net Income (Take Home)*	*Minimum Living Expenses*	*Available to pay off debt (NI-MLE)*	*Total monthly debt payments*

TABLE C: Reckless agreements

Name Creditor	*Type (see below)*	*Amount out-standing*	*Instalment*	*% Over-indebted**

Type	*Code*	*Type*	*Code*	*Type*	*Code*
Micro-lender	ML	Bank-Bond	BB	Bank-Vehicle	BV
Bank - Credit Card	BC	Bank-Overdraft	BO	Retailer-Clothing	RC
Retailer-Furniture	RF	Retailer-Other	RO	Legal Firm/ Collections	L

Other	O				

Footnotes

* Percentage over indebted is calculated as follows:

$$\frac{\text{Cumulative instalments including reckless credit}}{\text{Amount Available to pay off debt}}$$

Form 43

Credit bureaux' annual compliance

NATIONAL CREDIT REGULATOR

FORM 43: SECT 52 (6) ANNUAL COMPLIANCE REPORT

Industry Group Credit Bureaux	

Line

1	Name of Registered Entity		
2	NCR Registration Number		
3	DTI Registration Number (CIPRO)		
4	Start of quarter	dd/mm/yyy	
5	End of quarter	dd/mm/yyy	
6	Number of branches registered with NCR		
7	Name of person that completed this form		
8	E-Mail		
9	Contact telephone number	Area Code	Tel. No.
10	Year covered in return:		

1. Company Profile (Update if Necessary)

Please briefly describe the profile of your company (history, mission, ownership, etc.)

(1 page maximum)

2. Compliance

Section 2.1: General Credit Bureau Operations

2.1.1 Please describe the key measures to verify the accuracy of data reported to you by your contractual partners:

(1 page maximum)

2.1.2 Please confirm if you are compliant with the data retention periods as specified in the regulations:

Yes I

No I

Reasons for not being compliant:

2.1.3 Please describe the key operational resources, procedures and systems in place for keeping the data secure and confidential:

(1 page maximum)

2.1.4 Please confirm that you expunge data you are not allowed to hold in you data bases (such as race, medical history, trade union membership):

Yes

No

Reasons for not being compliant:

Section 2.2: Accuracy of Credit Information

2.2.1 Please describe the key operational resources, procedures and systems for the investigation of information challenged by the consumer:

(1 page maximum)

2.2.2 What are the estimate average costs and the average time for solving consumer disputes:

Average cost estimate:

Average time estimate:

2.2.3 Please describe the key operational resources, procedures and systems to ensure that incorrect information is not repeatedly reflected on the credit bureau:

(1 page maximum)

2.2.4 Please the primary causes/sources for inaccuracies and attribute those to the relevant parties as listed below:

	Percentage
Credit providers:	
Consumers:	
Internal Systems:	
Other:	

2.2.3 Please list operational resources, procedures and systems in place for combating or preventing identity fraud:

(Editorial Note: Numbering as per *Government Gazettte*)

(1 page maximum)

Section 2.3: Non-compliance

2.3.1 Are there any areas in which you firm is not compliant or has problems to comply? If so please indicate the problem and reasons:

(1 page maximum)

2.3.2 Please indicate how you intent to solve the non-compliance indicated in 2.3.1

(1 page maximum)

3. General Information

3.1 Please the resources you allocate for the education of the public on credit reporting and credit scoring:

(1 page maximum)

3.2 Please describe the products your company offers to promote the objectives in the National Credit Act, Sect 13 (*a*):

(1 page maximum)

3.3 List all the credit scoring models you use for producing credit bureau scores and attach a list of all variables that you use per model:

(1 page maximum)

4. Optional: Further Questions

4.1 Note any developments in the market you are active in which you might want to bring to the attention of the National Credit Regulator:

(1 page maximum)

5. Statistics

Section 5.1: Market Monitoring

Note: Statistics asked for in the upcoming section are partially also contained in the quarterly synoptic return. Please enter revised numbers if year-end figures do not match data provided in the quarterly synoptic returns.

5.1.1 Total number of credit reports sold:

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6

Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

5.1.2 Total number of contractual partners that furnish you with information on a regular basis:

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6

Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

5.1.3 Total number of natural persons upon who credit reports are stored:

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6

Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

Section 5.2: Inaccuracies

Note: Statistics asked for in the upcoming section are partially also contained in the quarterly synoptic return. Please enter revised numbers if year-end figures do not match data provided in the quarterly synoptic returns.

5.2.1 Total number of complaints received in respect to credit reports:

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Total No.						
Valid Complaints (%):						
Proven invalid Complaints (%):						
Unresolved (%):						

	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Total No.						
Valid Complaints (%):						
Proven invalid Complaints (%):						
Unreso lved (%):						

5.2.2 Total number of complaints received in respect to judgments:

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6

Month 7	Month 8	Month 9	Month 10	Month 11 Month 12

5.2.3 Total number of cases where incidents where attributed to wrong person:

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6

Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

5.2.4 Total number of cases where the credit report was attributed to wrong person:

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6

Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

5.2.5 Total number of incidents where the amount reported in respect to a judgment is incorrect:

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6

Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

5.2.6 Total number of complaints about proven invalid information that is repeatedly reflected on the credit bureau:

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6

Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

5.2.7 Total number of complaints about information that must be erased (for instance, trade union membership, medical information, etc.):

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6

Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

5.2.8 Total number of complaints about other instances (not covered by 5.2.1 - 5.2.6)

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6

Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

5.2.6 Please describe any data problems (associated with the data you provided above) you would like to bring to the attention of the National Credit Regulator:

(Editorial Note: Numbering as per *Government Gazettte*)

(1 page maximum)

Declaration

I/we confirm that:

- I am duly authorized to sign off this compliance report
- this compliance report is (to the best of my/our knowledge and belief) accurate and complete
- appropriate procedures and controls have been implemented to comply with the National Credit Act;
- all significant instances of non-compliance are detailed in this report or in the attachments thereto.

of (Credit bureau)

(Duly Authorized Officer)

Form 44

Credit bureaux' synoptic report in terms of section 70 (5) (*a*)

NATIONAL CREDIT REGULATOR

FORM 44: SECT 70 (5) QUARTERLY SYNOPTIC REPORT

Industry Group: Credit Bureaux

Line	
1 Name of Registered Entity	
2 NCR Registration Number	
3 DTI Registration Number (CIPRO)	

4 Number of branches registered with NCR		
5 Name of person that completed this form		
6 E-Mail		
7 Contact telephone number Area Code		Tel. No.

8 Period covered in return?

Quarter	Reporting Period	Due Date	Tick Field:
1. Quarter	January 1 - March 31	15 May	
2. Quarter	April 1 - 30 June	15 Aug	
3. Quarter	July 1 - September 3	15 Nov	
4. Quarter	October 1 - 31 December	15 Feb	

1. General Compliance

Section 1.1: Consumer Protection Statistics

1.1.1 Access to Credit Reports

	Month 1	Month 2	Month 3
1.1.1.1 charge			
1.1.1.2 Total number of credit reports provided to consumers with charge			

1.1.1 Complaints

1.1.1.1 Total number of complaints received in reporting period:

	Month 1	Month 2	Month 3
Total No.:			
Valid Complaints (%):			
Proven Invalid Complaints (%):			
Unresolved (%):			

	Month 1	Month 2	Month 3
1.1.1.1 reports			
1.1.1.3 person			
1.1.1.4 No. of cases where judgment was attributed to wrong person			
1.1.1.5 incorrect			
1.1.1.6 incorrect			

1.1.1.9 Total number of complaints about other instances (not covered by 5.2.1 - 5.2.6)

1.1.1.10 Name the primary reasons for other complaints

(Editorial Note: Numbering as per *Government Gazette*)

2. Credit Market Monitoring

Section 2.1: Credit Market

2.1.1 Total Amount of Credit Stored (in Rand)

		Month 1	Month 2	Month 3
2.1.1.1 Total Rand value of mortgages granted	R			
2.1.1.2 Total Rand value of credit facilities	R			
* Of which are bank overdrafts	R			
* Of which are credit cards	R			
* Of which are store cards	R			
* Of which are other credit facilities	R			
2.1.1.3 Total Rand value of Unsecured Credit	R			
2.1.1.4 Total Rand value of other credit granted	R			

2.1.2 Descriptive Statistics: Credit Risk Analysis

	Month 1	Month 2	Month 3
2.1.2.1 Scores for of mortgages granted Average:			
Median:			
Range:			

2.1.2.2 Scores for of credit facilities

	Month 1	Month 2	Month 3
* Of which are bank overdrafts Average:			
Median:			
Range:			
* Of which are credit cards Average:			
Median:			
Range:			
* Of which are store cards Average:			
Median:			
Range:			
*Of which are other credit facilities Average:			
Median:			
Range:			
2.1.2.3 Scores for of Unsecured Credit Transactions Average			
Median:			
Range:			
2.1.2.4 Scores for of other credit granted Average:			
Median:			
Range:			
2.1.2.8 Total number of consumers with 3 payments in arrears			
2.1.2.9 Total number of consumers with 4 payments in arrears			

Section 2.2: Credit Reporting Activity

2.2.1 General Credit Reporting Information

	Month 1	Month 2	Month 3
2.2.1.1 Total number of natural persons stored in data bas- of which are women			
2.2.1.2 Total number of juristic persons stored in data base			
2.2.1.3 Total number of contractual partners furnishing information			
2.2.1.4 Total number of credit reports sold within reporting period			
2.2.1.5 Total number of credit reports sold with scores within reporting period			
2.2.1.6 Total number of credit scores sold within reporting period			

2.2.2 Distribution of Credit Reports

	Month 1	Month 2	Month 3
2.2.2.1 Total number of credit reports sold to banks			
2.2.2.2 Total number of credit reports sold to retailers			
2.2.2.3 Total number of credit reports sold to telecommunication providers			
2.2.2.4 Total number of credit reports sold to utility companies			
2.2.2. Total number of credit reports sold to insurance companies			
2.2.2.7 Total number of credit reports sold to employers			

(Editorial Note: Numbering as per *Government Gazette*)

3. Optional: Further Questions

3.1 Are there any developments you would like to bring to the attention of the National Credit Regulator?

Declaration

I/we confirm that:

- I am duly authorized to sign off this compliance report

- this synoptic report is (to the best of my/our knowledge and belief) accurate and complete

- appropriate procedures and controls have been implemented to comply with the National Credit Act

of (Credit bureau)

National Credit Regulator

In terms of Section 16 and 106 of the National Credit Act

To be completed quarterly for the quarters ending March, June, September and December and submitted within 30 days of quarter end.

Periodic Synoptic Report by insurer

Name of Insurance Company	
FSB Registration number	
Start of reporting period	
End of reporting period	
Name of contact	
Telephone and e-mail contact	

1 Credit insurance information per class of business

	R'000 Premiums (Net)	R'000 Claims (Net)	R'000 Com-mission (Net)	R'000 Other Expenses (Net)
1.1 Credit Life[1]				
1.2 Cover for immovable property				
1.3 Cover for movable property				
1.4 Cover for cards, pins and similar[2]				
1.5 Optional[3]				
1.6 Combined Cover[4]				

2 Analysis of claims

2.1 Claims settled and rejected

	Claims Received		Claims Rejected		Claims Paid	
	Number	R Value	Number	R Value	Number	R Value
1.1 Credit Life[1]						
1.2 Cover for immovable property						
1.3 Cover for movable property						
1.4 Cover for cards, pins and similar+						
1.5 Optional[3]						
1.6 Combined Cover[4]						

2.2 Primary reasons for claims - Indicate percentage distribution.

	Death	Unem-ploy-ment	Disability	Total
Credit Life				100%
	Damage	Theft/Loss	Other	Total
Cover for immovable property				100%
Cover for movable property				100%
Cover for cards, pins and similar				100%
Optional				100%

2.3 Primary reasons for rejecting claims

Please indicate the primary reasons for rejecting claims.

Notes

1 As defined in the National Credit Act

2 Insurance cover for loss or theft of an access card, personal information number, or similar device; or any loss or theft of credit consequential to a loss or theft of card, personal information or similar device.

3 Optional Insurance related to Section 106 (3) of the Act

4 Combined cover: Where premiums are in respect of cover for a combination of 1.1.1.2 and 1.3 it should be shown under 1.6 and not under 1.1. A brief description must also be provided of the combined product

DECLARATION

I, the undersigned are duly authorised to sign this report

I declare that this report is a fair and accurate representation of our Insurance portfolio.

Name:

Designation

Signature

Date: dd/mm/yyyy

Form 45

Insurers' periodic synoptic report in terms of section 16 (2) (*a*)

NATIONAL CREDIT REGULATOR

FORM 45: SECT 16 (2) (*a*) INSURERS' PERIODIC SYNOPTIC REPORT

(Editorial Note: Form 45 has not been published in the original *Government Gazette*.)

Form 46

Application form for registration as a payment distribution agent in terms of section 45 of the National Credit Act 34 of 2005, as amended

NATIONAL CREDIT REGULATOR

FORM: 46

APPLICATION FORM FOR REGISTRATION AS A PAYMENT DISTRIBUTION AGENT IN TERMS OF SECTION 45 OF THE NATIONAL CREDIT ACT 34 OF 2005, AS AMENDED

[Form 46 inserted by GNR.202 of 13 March 2015.]

General information

The applicant must submit the completed application form together with the required documentation and application fee to the National Credit Regulator.

PART 1 **APPLICANT'S INFORMATION**

1. Name of applicant
2. Trading name of applicant
3. Legal status
   - 3.1 private company
   - 3.2 public company
   - 3.3 close corporation
   - 3.4 co-operative
4. Companies and Intellectual Property Commission (CIPC)/other official registration number
5. Date of commencement of trading
6. Financial year-end
7. Income tax registration number
8. Vat registration number
9. Which, if any, other regulated activity does the applicant engage in?
   - 9.1 Banking
   - 9.2 Insurance
   - 9.3 Debt collectors
   - 9.4 Financial advisory
   - 9.5 Other (specify)

10. Contact detail of the applicant

Physical address

Postal address

Telephone

Fax number

E-mail address (if applicable)

11. Name of auditor/independent reviewer/compiler

Telephone number

Fax number

E-mail address

Practice number

Name of professional body registered with (if applicable)

12. Name of attorney

Telephone number

Fax number

E-mail address

Practice number

Name of professional body registered with

13. Compliance

. Does the applicant comply with protection of personal information (POPI)?

. Does the applicant comply with the payment system in South Africa?

PART 2 **EDUCATION & EXPEREINCE**

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the word "EXPEREINCE" is intended to be "EXPERIENCE".)

1. **EDUCATION**

Qualification

Year achieved

Institution that issued the qualification (attach certified copies of certificates)

2. **EXPEREIENCE**

Name of employer/self-employed

Date of employment

Position held

Responsibilities

Contact details

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the word "EXPEREIENCE" is intended to be "EXPERIENCE".)

PART 3 **QUESTION, CONCERNS AND COMPLAINTS**

1. Do you have a policy in place to handle questions, concerns and complaints?
2. Does this policy outline your commitment to handle questions, concerns and complaints as well as your internal systems and procedures for resolving questions, concerns and complaints?
3. Do these internal systems and procedures ensure that questions, concerns and complaints from consumers or credit providers are treated in a timely, efficient and courteous manner?
4. Do you have sufficient human resources to handle questions, concerns, and complaints from consumers and credit providers?
5. Is your human personnel adequately trained to handle questions, concerns, and complaints?
6. Are you prepared to train professional employees in accordance with these Regulations?
7. Are your facilities accessible to consumers and credit providers?

PART 4 **DECLARATION BY APPLICANT**

1. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator, as set out in section 50 (2) (*a*) to enter any place at

or from which the applicant conducts the registered activities during normal business hours, to conduct reasonable enquiries for compliance purposes, including any act contemplated in sections 156 (1) (*d*) to (*h*) of the Act.

2. The applicant confirms that the information contained in this application is accurate and complete.

Form 47

Application form for registration as an alternative dispute resolution agent in terms of section 134a of the National Credit Act 34 of 2005, as amended

NATIONAL CREDIT REGULATOR

FORM: 47
APPLICATION FORM FOR REGISTRATION AS AN ALTERNATIVE DISPUTE RESOLUTION AGENT IN TERMS OF SECTION 134A OF THE NATIONAL CREDIT ACT 34 OF 2005, AS AMENDED

[Form 47 inserted by GNR.202 of 13 March 2015.]

General information

The applicant must submit the completed application form together with the required documentation and application fee to the National Credit Regulator.

PART 1 **APPLICANT'S INFORMATION**

14. Name of applicant

15. Trading name of applicant

16. Legal status

    3.5 private company

    3.6 public company

    3.7 close corporation

    3.8 co-operative

17. Companies and Intellectual Property Commission (CIPC)/other official registration number

18. Date of commencement of trading

19. Financial year-end

20. Income tax registration number

21. Vat registration number

22. Which, if any, other regulated activity does the applicant engage in?

Specify:

23. Contact detail of the applicant

    Physical address

    Postal address

    Telephone

    Fax number

    E-mail address (if applicable)

24. Name of auditor/independent reviewer/compiler

    Telephone number

    Fax number

    E-mail address

    Practice number

    Name of professional body registered with (if applicable)

25. Name of attorney

    Telephone number

    Fax number

    E-mail address

    Practice number

    Name of professional body registered with

26. Compliance

- Does the applicant comply with protection of personal information (POPI)?
- Does the applicant comply with the payment system in South Africa?

PART 3 **QUESTION, CONCERNS AND COMPLAINTS**

8. Do you have a policy in place to handle questions, concerns and complaints?
9. Does this policy outline your commitment to handle questions, concerns and complaints as well as your internal systems and procedures for resolving questions, concerns and complaints?
10. Do these internal systems and procedures ensure that questions, concerns and complaints from consumers or credit providers are treated in a timely, efficient and courteous manner?
11. Do you have sufficient human resources to handle questions, concerns, and complaints from consumers and credit providers?
12. Is your human personnel adequately trained to handle questions, concerns, and complaints?
13. Are you prepared to train professional employees in accordance with these Regulations?
14. Are your facilities accessible to consumers and credit providers?

PART 4 **DECLARATION BY APPLICANT**

3. The applicant hereby permits the National Credit Regulator or any person authorised by the National Credit Regulator, as set out in section 50 (2) (*a*) to enter any place at or from which the applicant conducts the registered activities during normal business hours, to conduct reasonable enquiries for compliance purposes, including any act contemplated in sections 156 (1) (*d*) to (*h*) of the Act.
4. The applicant confirms that the information contained in this application is accurate and complete.

(Editorial Note: Numbering as per original *Government Gazette*.)

ANNEXURE "A"

FORMS

(Editorial Note: Please note that due to discrepancies, the amendment on pages 32 - 35 of Government Notice R.202 published in *Government Gazette* 38557 has been effected according to guidelines provided by the Department of Trade and Industry.)

Form 48
Declaration of consumer's necessary expense questionnaire

FORM 48:
DECLARATION OF CONSUMER'S NECESSARY EXPENSE QUESTIONNAIRE

[Form 48 inserted by GNR.202 of 13 March 2015.]

Instructions:

i. This questionnaire must be completed in instances where a consumer discloses minimum living expenses that are below those defined in the Regulations.

ii. In case of joint applications only one questionnaire must be completed that considers the details of all applicants.

Consumer Declaration:

1. The consumer/s completing this questionnaire is hereby reminded that in terms of section 81 (1) of the National Credit Act when applying for a credit agreement, and while that credit agreement is being considered by the credit provider, the prospective consumer must fully and truthfully answer any requests for information made by the credit provider as part of the assessment. Misrepresentation of facts will be dealt with in terms of the applicable law.

Section 1: Applicant Details

Description	
Credit provider's trading name:	
Credit provider's NCRCP number:	
Date of application for credit:	
Transaction number	

Principle debt of credit transaction	
Credit applicant/s first name	
Credit applicant/s family name	
Credit applicant/s identity/passport number	
Consumer signature	

Section 2: Necessary Expenses

Declared monthly expenses by the consumer

(Please fill in for the relevant income band. In the case of joint applications the joint annual gross income of all applicants must be used.)

Table A: **Necessary Expense Norms Terms**

Gross Monthly Income	Monthly Necessary Expenses	
	Applicable monthly necessary expenses (Calculated by the credit provider as per Table I above	Consumer declared expenses (As per consumer declaration)
R	R	R

Section 3: Consumer Declaration

3A Monthly Expenses

3.1 Accommodation expense

Amount **Monthly**

[ ] Own home: provide address

[ ] Living with family: insert name/s and contact details R

[ ] Living with friends: insert name/s and contact details

[ ] Other (please explain)

3.2 Transport expense

[ ] Live close to work/school/college: give address

[ ] Transported by family: insert name/s and contact details

Amount **Monthly**

[ ] Own transport:

[ ] Transported by friends: insert name/s and contact details R

[ ] Other (please explain)

3.3 Food expense

[ ] Provided by employer: insert name

Amount **Monthly**

[ ] Provided by family: insert name/s and contact details

[ ] Provided by friends: insert name/s and contact details R

[ ] Other (please explain)

(Editorial Note: Wording as per original *Government Gazette*.)

3.4 Education expense

Amount **Monthly**

[ ] Provided by family: insert name/s and contact details R

[ ] Provided by friends: insert name/s and contact details

[ ] Not studying at the moment

[ ] No school going children

[ ] Other (please explain)

3.5 Medical expense

[ ] Provided by employer: insert name/s and contact details

Amount	**Monthly**
[ ] Provided by family: insert name/s and contact details	R

[ ] Provided by friends: insert name/s and contact details

[ ] Own medical expense

[ ]

[ ] Other (please explain)

(Editorial Note: Wording as per original *Government Gazette*.)

3.6 Water and electricity

Amount	**Monthly**
[ ] Water and Electricity:	R

[ ] Other (please explain)

3.7 Maintenance expense

Amount	**Monthly**
[ ] Living with family: insert name and contact details	R

[ ] Payment provided by court order

[ ] Other (please explain)

Schedule 2

PRESCRIBED FEES

1. A fee charged by a credit bureau in respect of a credit record may not exceed R20.00;

2. An application fee charged by a debt counsellor to a consumer when applying for debt restructuring may not exceed R50.00

3. The following fees may be charged by the National Credit Regulator in respect of copies of documents requested:

   (*a*) For every photocopy of an A4 size page, or part thereof, R1.50.

   (*b*) For every printed copy of an A4 size page, or part thereof, R1.00.

   (*c*) For a copy of the register in CD format, R70,00.

   (*d*) If applicable, the cost incurred by the National Credit Regulator in respect of postage.

4. A fee of R250.00 will be charged in respect of replacement copies of registration certificates.

5. The fees listed in items 1-4 are subject to an annual increase on each successive anniversary of the effective date, based on the inflation rate.

6. The fee payable by a registrant in respect of an application for review of conditions of registration as envisaged in regulation 6, is R1 000.00 per application.

7. A credit provider may charge search and production fees contemplated in section 65 (4) (*b*) of the Act, not exceeding R5.00 for a replacement copy of any document required in terms of the Act, plus R1.00 per page for copies of each page of such document, the sum of which must not exceed R50.00.

[Item 7 inserted by r. 3 of GNR.604 of 29 May 2008.]

PAYMENT DISTRIBUTION FEES

[Payment Distribution Fees added by GNR.202 of 13 March 2015.]

Payment distribution fees applicable:

The fees which a payment distribution agent may recover in respect of payment distribution services rendered are as follows:

. A fee of R5.00 for each payment of between R100.00 and R200.00 distributed in respect of each credit agreement included in the consumer's debt re-arrangement plan;

. A fee of R10.00 for each payment between R201.00 and R500.00 distributed in respect of each credit agreement included in the consumer's debt re-arrangement plan;

. A fee of R15.00 for each payment exceeding R500.00 distributed in respect of each credit agreement included in the consumer's debt re-arrangement plan; and

. A fee of R3.00 is payable for any additional monthly statement requested by the consumer.

These amounts are inclusive of value added tax (VAT).

ALTERNATIVE DISPUTE RESOLUTION FEES

[Alternative Dispute Resolution Fees added by GNR.202 of 13 March 2015.]

"Fees prescribed in terms of section 51"

The fees which a payment distribution agent must pay for application, registration and renewal are as follows:

. A non-refundable application fee of R500.00 payable upon submission of the application form;

. Initial registration fee of R100 000.00;

. Branch fee of R250.00 per location or premises; and

. Registration renewal fee of R100 000.00 payable annually by the date of anniversary of the registration.

The fees which alternative dispute resolution agent must pay for application, registration and renewal are as follows:

. A non-refundable application fee of R500.00 payable upon submission of the application form;

. Initial registration fee of R20 000.00;

. Branch fee of R250.00 per location or premises; and

. Registration renewal fee of R20 000.00 payable annually by the date of anniversary of the registration.

These amounts are inclusive of value added tax (VAT).

CHAPTER 11

[Chapter 11 inserted by GNR.202 of 13 March 2015.]

(Editorial Note: Please note that due to discrepancies, the amendment on page 29 of Government Notice R.202 published in *Government Gazette* 38557 has been effected according to guidelines provided by the Department of Trade and Industry.)

Non-compliance in terms these Regulations.-(1) These Regulations are binding to the extent of their application; non-adherence with these Regulations will be dealt with in terms of the remedies and procedures under the National Credit Act.

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "in terms these Regulations" is intended to be "in terms of these Regulations".)

GNR.949 of 21 September 2006: Regulations made in terms of the National Credit Act, 2005: Prescribed Time Frame for Free Credit Records, and Determination of Application and Registration Fees

as amended by

Notice	***Government Gazette***	**Date**
514	39981	11 May 2016

DEPARTMENT OF TRADE AND INDUSTRY

By virtue of the power vested in me by section 171 of the National Credit Act, 2005, I, Mandisi Mpahlwa, Minister of Trade and Industry, hereby

1. prescribe the time-frame and schedule for consumers to inspect their credit records in terms of section 73 (1) (*b*) of the National Credit Act, 2005 (Act No. 34 of 2005), as per Schedule 1 hereto;

2. prescribe the fees in terms of section 51 of the National Credit Act, 2005 (Act No. 34 of 2005), as per Schedule 2 hereto.

(Signed)	19-09-2006
Mandisi Mpahlwa, MP Minister of Trade and Industry	Date

TABLE OF REGULATIONS

Schedule 1

Time-Frame and Schedule prescribed in terms of section 73 (1) (*b*)

1. For the first 12 months from 1 September 2006, the right of every person to inspect any credit bureaux, or national credit register, file or information concerning that person free of charge, as per section 72 (1) (*b*) (i) (*aa*), may only be exercised during or after the month in which the person was born, as per the following table:

Period	*Consumers entitled to exercise their right*
September 2006	Only Consumers born in September
October 2006	Only Consumers born in September or October
November 2006	Only Consumers born during months from September to November
December 2006	Only Consumers born during months from September to December
January 2007	Only Consumers born during months from September to January
February 2007	Only Consumers born during months from September to February
March 2007	Only Consumers born during months from September to March
April 2007	Only Consumers born during months from September to April
May 2007	Only Consumers born during months from September to May
June 2007	Only Consumers born during months from September to June
July 2007	Only Consumers born during months from September to July
August 2007	Only Consumers born during months from September to August

Schedule 2

1. Definitions.-In this Notice-

"consumer credit enquiries" include-

(*a*) any report containing consumer credit information that is issued by a credit bureaux, and

(*b*) any extraction of information from the record of consumer credit information of a particular consumer;

(*c*) where such a report or extraction is issued or information provided to a person for payment, as envisaged in section 43 (1) of the Act;

but do not include-

(i) an extraction of information for the purpose of doing research relating to the development of a score card for a credit bureaux or any other person; or

(ii) an extraction of information for the purpose of providing a report to the National Credit Regulator;

"the Act" means the National Credit Act, 2005 (Act No. 34 of 2005);

"the Regulations" means the Regulations made in terms of the National Credit Act, 2005 (Act No. 34 of 2005);

"total principal debt" means total principal debt owed to that credit provider under all outstanding credit agreements, other than incidental credit agreements, as per section 40 (1) (*b*) of the Act.

2. Application fee prescribed in terms of section 51 (1) (*a*).-The prescribed application fee in terms of section 51 (1) (*a*) of the Act is R550-

(*a*) is payable by each applicant upon application for registration as a credit provider, a credit bureau, a debt counsellor, a payment distribution agent or an alternative dispute resolution agent;

(*b*) must be paid to the National Credit Regulator upon submission of the application for registration; and

(*c*) must be paid by cheque made out to the National Credit Regulator, or by electronic transfer to the bank account of the National Credit Regulator.

[Item 2 substituted by GN 514 of 11 May 2016.]

3. Initial registration fee prescribed in terms of section 51 (1) (*b*).-

3 (1) (*a*) The prescribed initial registration fee for registration as a credit provider in terms of section 40 of the Act is-

(i) the amount as indicated in Table A for each sub-category of registrant, plus;

(ii) a branch fee of R250 per location or premises at or from which the applicant conducts registered activities in its own name, as per section 51 (2) and section 40 (2) (*c*) of the Act, subject to the total amount of the branch fees for all the branches of the applicant being limited to the total of the fee as per 3 (1) (*a*) for the particular registrant;

Table A

[Table A substituted by GN 514 of 11 May 2016.]

Category: Credit provider	*Fee*	*Penalty for late renewal of registration in terms of section 51 (1) (d). Registration outstanding for less than 15 days (10% of the registration fees)*	*Penalty for late renewal of registration in terms of section 51 (1) (d). Registration outstanding for more than 15 days (20% of the registration fees)*
1. Total principal debt equal or greater than R15 billion	R330 000	R33 000	R66 000
2. Total principal debt equal or greater than R5 billion, but less than R15 billion	R190 000 plus 0,001% of the amount by which the principal debt exceeds R5 billion	R19 000	R38 000
3. Total principal debt equal or greater than R1 billion, but less than R5 billion	R70 000 plus 0,003% of the amount by which the principal debt exceeds R1 billion	R7 000	R14 000
4. Total principal debt equal or greater than R100 million, but less than R1 billion	R16 000 plus 0.005% of the amount by which the total principal debt exceeds R100 million	R1 600	R3 200
5. Total principal debt equal or	R7 000 plus 0,01% of the amount by		

greater than R5 million, but less than R100 million	which the principal debt exceeds R5 million	R700	R1 400
6. Total principal debt equal or greater than R1 million, but less than R5 million	R2 500 plus 0,1% of the amount by which the principal debt exceeds R1 million	R250	R500
7. Total principal debt equal or greater than R500 000, but less than R1 million	R2 000	R200	R400
8. Total principal equal or greater than R250 000, but debt less than R500 000	R1 500	R150	R300
9. Total principal debt less than R250 000	R1 000	R100	R200

(*b*) The total principal debt for purpose of determining the applicable initial registration fee for the particular credit provider must be based upon the total principal debt as at the date of the application for registration;

(*c*) For the purpose of determining the initial registration fee, the National Credit Regulator may, at its sole discretion-

(i) allocate a credit provider to a lower sub-category than the category determined by the total principal debt of the particular credit provider or apply a reduced registration fee to the particular applicant, upon receipt of a motivation submitted by the credit provider, showing cause for allocation of the credit provider to such a different category or for such a reduction;

(ii) reduce the initial registration fee by a proportion of any registration fee paid by the credit provider to the Micro Finance Regulatory Council in the preceding 12 months;

(*d*) A further branch fee of R250 per location or premises is payable upon submission of an application for an increase in branches if, during the first year of registration, the applicant wishes to increase the number of locations or premises at or from which it conducts registered activities in its own name.

3 (2) The prescribed initial registration fee for registration as a credit bureaux in terms of section 43 of the Act is as indicated in Table B.

Table B

[Table B substituted by GN 514 of 11 May 2016.]

Category: Credit Bureaux	*Fee*	*Penalty for late renewal of registration in terms of section 51 (1) (d). Registration outstanding for less than 15 days (10% of the registration fees)*	*Penalty for late renewal of registration in terms of section 51 (1) (d). Registration outstanding for more than 15 days (20% of the registration fees)*
Credit Bureaux	R11 000, plus R5 per 1 000 consumer credit enquiries. But not to exceed R210 000	R1 100	R2 200

(*a*) The consumer credit enquiries for purpose of determining the applicable initial registration fee for the particular credit bureaux,

(i) is the number of consumer credit enquiries for the 12 month period up to the end of the last month prior to the date of application for registration;

(ii) as certified by the Chief Executive Officer of the applicant;

(*b*) For the purpose of determining the initial registration fee, the National Credit Regulator may, at its sole discretion-

(i) allocate a lower fee to a credit bureaux than the fee as per Table B,

(ii) upon receipt of a motivation submitted by the credit bureaux, showing cause for such a reduction.

3 (3) The prescribed initial registration fee for registration as a debt counsellor in terms of section 44 of the Act is as indicated in table C.

Table C

[Table C substituted by GN 514 of 11 May 2016.]

Category: Debt counsellors	*Fee*	*Penalty for late renewal of registration in terms of section 51 (1) (d). Registration outstanding for less than 15 days (10% of the registration fees)*	*Penalty for late renewal of registration in terms of section 51 (1) (d). Registration outstanding for more than 15 days (20% of the registration fees)*
Debt counsellor	R500	R50	R100

3 (4) The payment of the initial registration fee, for all applicants-

(*a*) must be made by cheque made out to the National Credit Regulator or by electronic transfer to the bank account of the National Credit Regulator;

(*b*) must be made at the same date as the date of submission of the application for registration; or

(*c*) must be made within 20 business days from receipt of notification from the National Credit Regulator.

3 (5) The National Credit Regulator may refuse to approve the registration of a registrant if payment of the application fee or initial registration fee is not received by the date and in the manner described in paragraphs 2 or 3 of this Notice.

(General Note: Please note that GN 514, published in *Government Gazette* 39981, dated 11 May, 2016 specifies in terms of r. 4, a branch fee of R250 per location or premises at or from which the applicant conducts registered activities in its own name as per section 51 (2) in addition to the amount indicated in Tables A (for each sub-category), B, C and D and r. 5 specifies that the annual registration renewal fee is payable by no later than 31 July each calendar year.)

4. Annual registration renewal fee prescribed in terms of section 51 (1) (*c*).-

4 (1) (*a*) The prescribed annual registration renewal fee for registration as a credit provider in terms of section 40 of the Act is-

(i) the amount as indicated in Table D for each sub-category of registrant, plus

(ii) a branch fee of R250 per location or premises at or from which the applicant conducts registered activities in its own name, as per section 51 (2) and section 40 (2) (*c*) of the Act, subject to the total amount of the branch fees for all the branches of the applicant being limited to the total of the fee as per 4 (1) (*a*) for the particular registrant;

Table D

[Table D substituted by GN 514 of 11 May 2016.]

Category: Payment Distribution Agents	*Fee*	*Penalty for late renewal of registration in terms of section 51 (1) (d). Registration outstanding for less than 15 days (10% of the registration fees)*	*Penalty for late renewal of registration in terms of section 51 (1) (d). Registration outstanding for more than 15 days (20% of the registration fees)*
Payment Distribution Agent	R100 000	R10 000	R20 000

(*b*) The total principal debt for purpose of determining the applicable annual registration renewal fee for the particular credit provider, must be,

(i) based upon the Statistical Return, Form 39, of the Regulations;

(ii) as per the most recent submission per Regulation 64, prior to the date of renewal of registration;

(*c*) For the purpose of determining the applicable annual registration renewal fee, the National Credit Regulator may, at its sole discretion-

(i) allocate a credit provider to a lower sub-category than the category determined by the total principal debt of the credit provider, or apply a reduced registration fee to the particular credit provider,

(ii) upon receipt of a motivation submitted by the credit provider, showing cause for the allocation of the credit provider to such a different category or for such a reduction;

(*d*) A further branch fee R250 per branch is payable upon submission of an application for an increase in branches, if the applicant wishes to increase the number of locations or premises at or from which it conducts registered activities in its own name.

4 (2) The prescribed annual registration renewal fee for credit bureaux is as indicated in Table E.

Table E

[Table E substituted by GN 514 of 11 May 2016.]

Category: Alternative Dispute Resolution Agents	*Fee*	*Penalty for late renewal of registration in terms of section 51 (1) (d). Registration outstanding for less than 15 days (10% of the registration fees)*	*Penalty for late renewal of registration in terms of section 51 (1) (d). Registration outstanding for more than 15 days (20% of the registration fees)*
Alternative Dispute Resolution Agent	R20 000	R2 000	R4 000

(*a*) The consumer credit enquiries for purpose of determining the applicable annual registration renewal fee for the particular credit bureaux,

(i) must be based upon the credit bureaux synoptic reports;

(ii) for a 12 month period ending with the period covered by the most recent credit bureaux synoptic report per Regulation 71, prior to the date of anniversary of registration;

(*b*) For the purpose of determining the annual registration renewal fee, the National Credit Regulator may, at its sole discretion-

(i) allocate a lower fee to a credit bureaux than the fee as per Table E,

(ii) upon receipt of a motivation submitted by the credit bureaux, showing cause for such a reduction.

4 (3) The prescribed annual registration renewal fee for registration as a debt counsellor in terms of section 44 of the Act is as indicated in Table F.

Table F

Category: Debt Counsellors	*Fee*
Debt counsellor	R100

4 (4) The payment of the registration renewal fee, for all applicants-

(*a*) must be made by the date of anniversary of registration, or on such different date as specified by the National Credit Regulator;

(*b*) must be made by cheque made out to the National Credit Regulator or by electronic transfer to the bank account of the National Credit Regulator;

(*c*) will be deemed to have been made on the date upon which the funds are credited to the bank account of the National Credit Regulator.

(General Note: Please note that GN 514, published in *Government Gazette* 39981, dated 11 May, 2016 specifies in terms of r. 4, a branch fee of R250 per location or premises at or from which the applicant conducts registered activities in its own name as per section 51 (2) in addition to the amount indicated in Tables A (for each sub-category), B, C and D and r. 5 specifies that the annual registration renewal fee is payable by no later than 31 July each calendar year.)

GNR.1209 of 30 November 2006: Regulations made in terms of the National Credit Act, 2005: Nature of, time-frame, form and manner in which consumer credit information held by credit bureaux must be reviewed, verified, corrected or removed in terms of section 73

DEPARTMENT OF TRADE AND INDUSTRY

By virtue of the power vested in me by section 171 of the National Credit Act, 2005, I, Mandisi Mpahlwa, Minister of Trade and Industry, hereby-

1. prescribe the nature of, time-frame, form and manner in which consumer credit information held by credit bureaux must be reviewed, verified, corrected or removed in terms of section 73, as per Schedule 1 hereto, and

2. amend the Regulations made in terms of the National Credit Act, 2005 (Act No. 34 of 2005) as published in *Government Gazette* No. 28864 Vol. 491 on 31 May 2006, as per Schedule 2 hereto.

(Signed)	28-11-2006
Mandisi Mpahlwa, MP Minister of Trade and Industry	Date

Schedule 1

1. Verification, review and removal of consumer credit information.-In the Regulations, any word or expression defined in the National Credit Act, 2005 (the Act) bears the same meaning as in the Act and:-

"adverse consumer credit information" includes:

(*a*) adverse classifications of consumer behaviour, which are subjective classifications of consumer behaviour and include classifications such as "delinquent", "default", "slow paying", "absconded" or "not contactable"; and

(*b*) adverse classifications of enforcement action, which are classifications related to enforcement action taken by the credit provider, including classifications such as "handed over for collection or recovery", "legal action", or "write-off";

"dormant account" means an account-

(*a*) for which no payment was received from the consumer, or

(*b*) where no enforcement action, as defined in regulation 19 (4) (*b*) of the regulations in terms of the National Credit Act No. 34 of 2005, has been taken,

for a period of at least 24 months on 1 September 2006, but excludes credit facilities and any accounts where there is no contractual requirement for monthly payments to be made.

2. A registered credit bureau must remove the following consumer credit information, as reflected on records held by credit bureaux on 1 September 2006:

(*a*) adverse consumer credit information in respect of debt of less than R500,

(*b*) consumer credit information related to dormant accounts, except if there is no adverse information on the account.

(2) Consumer credit information as referred to in regulation 2 (1) must be removed by 1 June 2007.

3. (1) By 1 June 2007 a registered credit bureau must remove consumer credit information related to Civil court judgments, reflected on a consumer's credit record on 1 September 2006,

(*a*) of up to R500, except if a consumer has more than 2 unpaid judgments on his/her credit record;

(*b*) of up to R5,000, if the judgment is older than 18 months, except if a consumer has more than 2 unpaid judgments on his/her credit record;

(*c*) of up to R50,000, if the full amount in respect of the judgment was paid by the consumer by 1 September 2006.

(2) Consumer credit information as referred to in regulation 3 (1) must be removed by 1 June 2007.

(3) A registered credit bureau must remove information as referred to in regulation 3 (1) (*c*) if a consumer produces prima facie proof of the full payment of the judgment debt, and may only reinstate such information if the *prima facie* proof is refuted by credible evidence.

(4) If the information is removed in terms of regulation 3 (1) (*c*), the credit bureau must advise all other registered credit bureaux.

(5) A credit bureau that receives advice in terms of 3 (4) must remove any similar information from its records.

4. (1) A registered credit bureau must further remove consumer credit information related to civil court judgments of up to R50,000, reflected on a consumer's credit record on 1 September 2006, if the full amount in respect of the judgment is paid by the consumer between 1 September 2006 and 1 September 2007.

(2) Consumer credit information as referred to in regulation 4 (1) must be removed within 3 months of the date of the judgment having been paid.

(3) A registered credit bureaux must remove the information as referred to in regulation 4 (1) if a consumer produces prima facie proof of the full payment of the judgment debt, and may only reinstate such information if the *prima facie* proof is refuted by credible evidence.

(4) If the information is removed in terms of regulation 4 (1), the credit bureau must advise all other registered credit bureaux.

(5) A credit bureau that receives advice in terms of 4 (4) must remove any similar information from its records.

5. (1) By 31 August 2007 a registered credit bureau must submit to the National Credit Regulator an audit report, conducted after 1 June 2007 by an independent auditor, addressing the following matters:

(*a*) Verifying that all information referred to in regulations 2 and 3 was removed from consumer credit records by 1 June 2007;

(*b*) Assessing the systems and procedures put in place by the credit bureau to:

(i) identify and remove inaccurate information on consumer credit information records held by a registered credit bureau;

(ii) identify and not record consumer credit information received from credit providers and other sources, if there is a reasonable belief that such information may be inaccurate;

(iii) ensure that the credit bureau implemented appropriate procedures to ensure compliance with, and complies with retention periods as provided for in the Act and regulations; and

(iv) identify and remove incidents of multiple listings in respect of consumer credit information;

(*c*) On the basis of a representative statistical sample, indicate the extent to which consumer credit information records, held by a credit bureau:

(i) contain incorrect data;

(ii) contain multiple listings;

(iii) comply with prescribed retention periods, and

(iv) the extent and nature of disputed information on credit bureaux records.

(*d*) Based upon the findings from the review of the representative statistical sample and discussions with the credit bureau, identify:

(i) the most important reasons for inaccurate or disputed information being recorded and retained on consumer credit information records;

(ii) the names of the credit providers or other sources of information, from whom inaccurate or disputed information is most frequently received.

(*e*) Recommend appropriate action or procedures to be implemented by a registered credit bureau to ensure full compliance with these regulations.

(*f*) Address any other matter within the ambit of the provisions of section 73 of the Act, as required by the National Credit Regulator.

(2) By 31 March 2008, a registered credit bureau must submit to the National Credit Regulator an audit report, conducted by an independent auditor by 28 February 2008, addressing the following matters:

(*a*) Verifying that all information as referred to in regulations 2, 3 and 4 was removed from consumer credit information records by 30 November 2007;

(*b*) Assessing the effectiveness of interventions implemented in terms of regulation 5 (1) (*e*).

(*c*) On the basis of a representative statistical sample, perform a further assessment of the consumer credit information records and related matters as referred to in regulation 5 (1) (*c*) and (*d*), and assess the extent of the improvement in comparison to the assessment as referred to in regulation 5 (1).

(*d*) Make recommendations for further interventions to be implemented by a registered credit bureau to ensure full compliance with these regulations.

(*e*) Address any other matter within the ambit of the provisions of section 73 of the National Credit Act, as identified by the National Credit Regulator.

Schedule 2

Amendment of the Regulations made in terms of the National Credit Act, 2005 (Act No. 34 of 2005) as published in *Government Gazette* No. 28864 Vol 491 on 31 May 2006

1. Amend the Regulations made in terms of the National Credit Act, as published in *Government Gazette* No. 28864, as follows:

1 (1) Delete regulation 17, and replace with new regulation 17 as below.

"Retention periods for credit bureau information

17. (1) The consumer credit information as per the following Table may be displayed and used for purposes of credit scoring or credit assessment for a maximum period from the date of the event, as indicated:

	Categories of Consumer Credit Information	*Description*	*Maximum period*
1.	Details and results of disputes lodged by consumers	Number and nature of complaints lodged and whether complaint was rejected. No information may be displayed on complaints that were upheld	18 months
2.	Enquiries	Number of enquiries made on a consumer's record, including the name of the entity/person who made the enquiry and a contact person if available	2 years
3.	Payment Profile	Factual information pertaining to the payment profile of the consumer	5 years
4.	Adverse classifications of consumer behaviour	Subjective classifications of consumer behaviour	1 year
5	Adverse classifications of enforcement action	Classifications related to enforcement action taken by the credit provider	2 years
6.	Debt Restructuring	As per section 86 of the Act, an order given by the Court or Tribunal	Until a clearance certificate is issued
7.	Civil court judgments	Civil court judgments including default Judgment	The earlier of 5 years or until the judgment is rescinded by a court or abandoned by the credit provider in terms of section 86 of the Magistrates' Court Act, 32 of 1944
8.	Administration Orders	As per the court order	The earlier of 10 years or until order is rescinded by a court
9.	Sequestrations	As per the court order	The earlier of 10 years or until rehabilitation order is granted
10.	Liquidations	As per the court order	Unlimited period
11.	Rehabilitation Orders	As per the court order	5 years
12.	Other information	Any other information not included in any category above	2 years

(2) The date of the event is the date on which the relevant order was given or the date on which the event

occurred which is being displayed in the consumer credit record;

(3) Adverse classifications of consumer behaviour are subjective classifications of consumer behaviour and include classifications such as 'delinquent', 'default', 'slow paying', 'absconded' or 'not contactable';

(4) Adverse classifications of enforcement action are classifications related to enforcement action taken by the credit provider, including classifications such as 'handed over for collection or recovery', 'legal action', or 'write-off';

(5) Payment profile refers to the consumer's payment history in respect of a particular transaction."

2. Delete regulation 18 (4) (*e*), and replace with:

"18 (4) (*e*) setting a limit in respect of the supply of goods, services or utilities;"

3. Delete 18 (6) (*a*) and replace with:

"18 (6) (*a*) status and history of outstanding obligations and payments in respect of goods, services or utilities supplied to consumers;"

4. Delete 18 (7) (*b*) and replace with:

"18 (7) (*b*) Any person who supplies goods, services or utilities to consumers, whether for cash or on credit;".

GNR.362 of 10 May 2012: Debt Counselling Regulations, 2012
(*Government Gazette* No. 35327)

DEPARTMENT OF TRADE AND INDUSTRY

I, Dr Rob Davies, the Minister of Trade and Industry, hereby in terms of section 171 of the National Credit Act, 2005 (Act No. 34 of 2005), make Debt Counselling Regulations, as set out in the schedule hereto.

(Signed)
DR. ROB DAVIES, (**MP**)
MINISTER OF TRADE AND INDUSTRY

SCHEDULE

1. Definitions.-In these regulations any word or expression to which a meaning has been assigned in the Act bears the meaning assigned to it in the Act, and unless the context indicates otherwise-

"clerk of the court" means a clerk of the court appointed in terms of section 13 of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944) and includes an assistant clerk of the court so appointed;

"court" means Magistrates' Court established in terms of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), having jurisdiction over a consumer by virtue of such consumer's residence or place of business;

"deliver" means to file with the registrar or clerk of the court and serve a copy on the opposite party either by hand-delivery, registered post, or, where agreed between the parties or so ordered by court, by facsimile or electronic mail (in which instance Chapter III, Part 2 of the Electronic Communications and Transactions Act, Act No. 25 of 2002 will apply), and "delivery", "delivered" and "delivering" have corresponding meanings;

"Magistrates' Courts Rules" means rules regulating the conduct of the proceedings of the Magistrates' Courts of South Africa published in Government Notice No. R.740 of 23 August 2010; and

"the Act" means National Credit Act, 2005 (Act No. 34 of 2005).

2. Application by a debt counsellor for orders contemplated in section 86 (7) (*c*) of the Act.-(1) An application by a debt counsellor for an order contemplated in section 86 (7) (*c*) of the Act must be lodged in a manner and form prescribed by Rule 55 of the Magistrates' Courts Rules, unless the court direct otherwise.

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "unless the court direct otherwise" is intended to be "unless the court directs otherwise".)

(2) The application referred to in regulation 2 (1) above must be substantiated by an affidavit deposed to by the debt counsellor in which the following is set out-

(*a*) an exposition of the debt counsellor's assessment conducted in terms of section 86 (6) of the Act, read with sections 78 (3), 79, 80 of the Act and regulation 24 of the Regulations;

(*b*) the relief claimed in terms of section 86 (7) (*c*);

(*c*) full particulars of each credit provider;

(*d*) full particulars of the consumer and the debt counsellor; and

(*e*) confirmatory affidavit from the affected consumer.

(3) The debt counsellor must collect a copy of the court order from the clerk of the court and deliver it within five (5) working days from the date of issue to the affected consumer and each credit provider.

(4) Each credit provider must comply and implement the terms of the court order within ten (10) working days of receipt thereof.

3. Application by a debt counsellor for confirmation of a consent order contemplated in section 86 (8) (*a*), read with section 138 of the Act.-(1) An application by a debt counsellor for confirmation of a consent order contemplated in section 86 (8) (*a*), read with section 138 of the Act, must be lodged in a manner and form prescribed by Rule 55 of the Magistrates Courts Rules, unless the court direct otherwise: provided that if the application is lodged with the Tribunal, the rules prescribed for the conduct of proceedings in the Tribunal shall apply.

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "unless the court direct otherwise" is intended to be "unless the court directs otherwise".)

(2) An application referred to in regulation 3 (1) above must, be substantiated by the debt counsellor through an affidavit supported by confirmatory affidavit from the affected consumer and each credit provider indicating that they have consented and agreed upon a plan of debt re-arrangement, which may include arrangements-

(*a*) that one or more of the consumer's existing obligations be re-arranged by-

(i) extending the period of the agreement and reducing the amount of each payment due accordingly;

(ii) postponing the date on which payments are due under the agreement during a specific period;

(iii) extending the period of the agreement and postponing during a specified period the dates on which payments are due under the agreement; or

(iv) re-calculating the consumer's obligations because of contraventions of Part A or B of Chapter 5, or Part A of Chapter 6; and

(*b*) regarding the manner in which payments must be made by the consumer and distributed amongst the affected credit providers.

(3) The debt counsellor must collect a copy of the court order from the clerk of the court and deliver it within five (5) working days from the date of issue to the affected consumer and each credit provider.

(4) The credit provider must comply and implement the terms of the court order within ten (10) working days of receipt thereof.

4. Application by a consumer in terms of sections 86 (9) and 86 (7) (*c*) of the Act.-(1) An application by a consumer in terms of section 86 (9) of the Act, to request leave of the court to institute proceedings contemplated in section 86 (7) (*c*) of the Act, must be lodged in the manner and form prescribed by Rule 55 of the Magistrates' Courts Rules, unless the court direct otherwise.

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "unless the court direct otherwise" is intended to be "unless the court directs otherwise".)

(2) The application must be accompanied by-

(*a*) the decision of the debt counsellor, made in terms of section 86 (7) (*a*) of the Act;

(*b*) an affidavit by the consumer annexed to the application in which reasons must be set out why leave should be granted to apply for an order contemplated in section 86 (7) (*c*) of Act;

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "section 86 (7) (*c*) of Act" is intended to be "section 86 (7) (*c*) of the Act".)

(*c*) an application for an order contemplated in section 86 (7) (*c*); and

(*d*) if required by the court, an affidavit deposed to by any person.

(3) An application referred to in regulation 4 (2) (*c*) above must be substantiated by a founding affidavit deposed to by the consumer setting out the following-

(*a*) an exposition which indicates that the consumer is over-indebted, read with sections 78 (3), 79 and 80 of the Act as well as regulation 24 of the Regulations;

(*b*) the relief claimed in terms of section 86 (7) (*c*);

(*c*) the full particulars of each credit provider; and

(*d*) full particulars of the consumer.

(4) The consumer must deliver within five (5) working days from the date of the issuing of the court order a copy of the court order to each affected credit provider.

(5) Each credit provider must comply and implement the terms of the court order within ten (10) working days of receiving the court order.

5. Short title and commencement.-These Regulations are called Debt Counselling Regulations, 2012 and shall come into operation on the date of publication in the *Gazette*.

GNR.144 of 26 February 2014: Removal of Adverse Consumer Information and Information Relating to Paid Up Judgments Regulations, 2014
(*Government Gazette* No. 37386)

DEPARTMENT OF TRADE AND INDUSTRY

I, Dr Rob Davies, Minister of Trade and Industry, after having published a notice inviting public comments on removal of adverse consumer credit information in ***Government Gazette* No. 36889 of 30 September 2013 under Notice No. 966 of 2013**, in terms of section 171 hereby make the regulations as set out below.

(Signed)
Dr Rob Davies (MP)
Minister of Trade and Industry
Date: 25/2/**2014**

REGULATIONS

ARRANGEMENT OF SECTIONS

1. Definitions.-In these Regulations any word or expression to which a meaning has been assigned in the Act bears the meaning assigned to it in the Act, unless the context indicates otherwise-

"adverse consumer credit information" for the purposes of these Regulations means-

(*a*) adverse classifications of consumer behaviour are subjective classifications of consumer behaviour and include classifications such as 'delinquent', 'default', 'slow paying', 'absconded' or 'not contactable';

(*b*) adverse classifications of enforcement action, which are classifications related to enforcement action taken by the credit provider, including classifications such as 'handed over for collection or recovery', 'legal action', or 'write-off';

(*c*) details and results of disputes lodged by consumers irrespective of the outcome of such disputes;

(*d*) adverse consumer credit information contained in the payment profile represented by means of any mark, symbol, sign or in any manner or form;

"paid up judgments" for the purposes of these Regulations means civil court judgment debts, including default judgments, where the consumer has settled the capital amount under the judgment(s);

"the Act" means the National Credit Act, 2005 (Act No. 34 of 2005).

2. Requirements, processes and timeframes for Credit Bureaus.-(*a*) A registered credit bureau must remove-

(i) adverse consumer credit information defined in Regulation 1, as reflected on a consumer's records held by any such registered credit bureau as at the effective date of these Regulations; and

(ii) information relating to paid up judgments on an ongoing basis.

(*b*) A registered credit bureau must remove adverse consumer credit information and information relating to paid up judgments as contemplated in Regulation 2 (*a*) within a period of two (2) months from the effective date of these Regulations.

(*c*) Before the expiry of the period of two (2) months contemplated in Regulation 2 (*b*), a registered credit bureau may request an extension of not more than seven (7) days for the removal of adverse consumer credit information and information relating to paid up judgments.

(*d*) A request for an extension contemplated in Regulation 2 (*c*) must be submitted to the National Credit Regulator at least seven (7) days before the expiry of the two (2) months period contemplated in Regulations 2 (*b*).

(*e*) Within three (3) days of removing the adverse consumer credit information and information relating to paid up judgments in terms of these Regulations, a registered credit bureau must notify all other registered credit bureaus of such removal.

(*f*) Within three (3) days of receiving notification contemplated in Regulation 2 (*e*), any such registered credit bureau must remove similar adverse consumer credit information and information relating to paid up judgments from its records.

(*g*) A registered credit bureau must not record or retain on its register adverse consumer credit information and information relating to paid up judgments if such information were removed in terms of these Regulations.

(*h*) A registered credit bureau must ensure that during the period contemplated in Regulation 2 (*b*), the adverse consumer credit information and information relating to paid up judgments that ought to be removed in terms of these Regulations is not displayed or provided to credit providers, or any person requesting such information.

(*i*) After the two (2) months period mentioned in Regulation 2 (*b*), a registered credit bureau must continue to remove information relating to paid up judgments within seven (7) days after receiving proof of such payment.

3. Submission and utilisation of adverse consumer credit information by Credit Providers.-(*a*) A credit provider must submit all information relating to paid up judgments to all registered credit bureaus within seven (7) days of receipt of such payment from the consumer.

(*b*) A credit provider who had not submitted all adverse consumer credit information and information relating to paid up judgments required for the purposes of these Regulations to registered credit bureaus as at the effective date of these Regulations, must submit such remaining adverse consumer credit information and information relating to paid up judgments to the registered credit bureaus within seven (7) days after the effective date of these Regulations.

(*c*) If the credit provider fails to submit the adverse consumer credit information for listing within the seven (7) days contemplated in Regulation 3 (*b*) it must not proceed to list such information with a registered credit bureau.

(*d*) A credit provider must not use adverse consumer credit information and information relating to paid up judgments that have been removed in terms of these Regulations for any reason, including credit scoring and assessment.

(*e*) A credit provider must not re-submit for purposes of listing adverse consumer credit information and information relating to paid up judgments that were removed in terms of these Regulations to any registered credit bureau.

4. Reporting and Monitoring.-(*a*) A registered credit bureau must within one (1) month after the period contemplated in Regulation 2 (*b*) submit to the National Credit Regulator an audit report conducted by an independent auditor containing the following information-

(i) Confirmation that all adverse consumer credit information and information relating to paid up judgments contemplated in these Regulations have been removed.

(ii) Recommendations, if any, of appropriate measures to be implemented by the registered credit bureau, including timeframes for implementation, to ensure full compliance with these Regulations in the event that gaps were identified.

(iii) A plan for the implementation of systems and procedures to assist the registered credit bureau to prevent adverse consumer credit information and information relating to paid up judgments, that have been removed in terms of these Regulations, from being listed again.

(*b*) Within three (3) months of receiving the report contemplated in Regulation 4 (*a*), the National Credit Regulator must submit a report to the Minister on the effectiveness and compliance with these Regulations.

(*c*) The National Credit Regulator must monitor the implementation of these Regulations, including the removal of information relating to paid up judgments on an ongoing basis.

5. Consumer duties and obligations.-Irrespective of the removal of adverse consumer credit information from a consumer's credit record, the consumer remains liable to meet his/her obligations in respect of the credit agreement.

6. Information and Complaints.-(*a*) A consumer who is aggrieved by non-compliance with these Regulations or requires clarity in regard to these Regulations may contact the National Credit Regulator at:

Physical address:	127-15th Road, Randjiespark, Midrand.
Toll-share number:	0860 627 627
Email address:	complaints@ncr.org.za

(*b*) A consumer that requires information relating to his or her credit record may contact the credit bureaus below:

Name	*Tel*	*Fax*	*Email Address*
Compuscan Information Technologies (PTY) Ltd	0861 514 131	**(021) 413 2424**	info@compuscan.co.za
Consumer Profile Bureau (Pty) Ltd	010 590 9505	**086 556 3299**	info@cpboline.co.za
Crosscheck information Bureau (Pty) Ltd	010 590 9505	**086 556 3299**	info@crosscheckonline.co.za
Experian South Africa (Pty) Ltd	0861 105 8665	**(011) 463 3988**	consumer@creditexpert.co.za
Inoxico (Pty) Ltd	(012) 664 1967	**086 682 1763**	inoxico@inoxico.com
LexisNexis Risk Management (Pty) Ltd	(011) 245 6500	**(011) 463 3988**	contact@lnrm.co.za
Managed Integrity Evaluation (Pty) Ltd	(012) 644 4000	**(012) 644 2055**	info@mie.co.za
Robertsons International Report (Pty) Ltd	(011) 777 4000	**(011) 777 4050**	reports@robreps.co.za
Tenant Profile Network (Pty) Ltd	086 187 6000	**(011) 234 7803**	helpdesk@tpn.co.za
TenantWatch Business Activities (Pty) Ltd	(011) 394 6828	**086 206 2436**	sonica@tenantwatch.co.za
Transunion Credit Bureau (Pty) Ltd	0861 482 482	**(011) 388 4193**	webadmin@transunion.co.za
Xpert Decision Systems (Pty) Ltd	(011) 645 9100	**(011) 484 6588**	info@xds.co.za
CreditWatch (Pty) Ltd	(011) 483 0086	**(011) 483 3264**	info@medicalcreditwatch.co.za

7. Non-adherence.-Non-adherence with these Regulations will be dealt with in terms of the remedies and procedures under the Act.

8. Title and effective date.-These Regulations shall be called Removal of Adverse Consumer Information and Information Relating to Paid Up Judgments Regulations, 2014 and shall come into effect on 1 April 2014.

GN 756 of 21 August 2015: Suspension of the Affordability Assessment Regulations of the National Credit Regulations, 2015
(*Government Gazette* No. 39127)

DEPARTMENT OF TRADE AND INDUSTRY

I, Dr Rob Davies, Minister of Trade and Industry, having published a General Notice No. R. 202 in *Government Gazette* No. 38557 of 13 March 2015 do hereby suspend the implementation and enforcement of the Affordability Assessment Regulations for **a** period of six (6) calendar months effective from 13 March 2015.

In the interim, the Affordability Assessment Guidelines that are in operation will be enforceable by the National Credit Regulator (NCR).

(Signed)
Dr Rob Davies, MP
Minister of Trade and Industry
Date: 14 July 2015

RULES

GN 789 of 28 August 2007: Regulations for matters relating to the functions of the Tribunal and Rules for the conduct of matters before the National Consumer Tribunal, 2007
(*Government Gazette* No. 30225)

as amended by

Notice	***Government Gazette***	**Date**
GN 428	34405	29 June 2011
GNR.203	38557	13 March 2015
GN 157	39663	4 February 2016

DEPARTMENT OF TRADE AND INDUSTRY

In terms of section 171 of the National Credit Act, 2005 (Act No. 34 of 2005), I, Mandisi Mpahlwa, Minister of Trade and Industry, in consultation with the Chairperson of the National Consumer Tribunal, hereby make regulations for matters relating to the functions of the Tribunal and rules for the conduct of matters before the Tribunal, as set out in the Schedule hereto.

(Signed)
Mandisi Mpahlwa
Minister of Trade and Industry

SCHEDULE

ARRANGEMENT OF REGULATIONS

[Arrangement of regulations amended by GN 428 of 29 June 2011 and by GNR.203 of 13 March 2015.]

SCHEDULE 1

[Schedule 1 amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.55 (6)	Notice of Application to the National Consumer Tribunal to enforce compliance with a notice issued in terms of section 55 (1) of the National Credit Act, 2005, in terms of section 55 (6) (*b*)
Form TI.57 (1)	Notice of Application to the National Consumer Tribunal to cancel the registration of a registrant, in terms of section 57 (1) of the National Credit Act, 2005
Form TI.59 (1)	Notice of Application to the National Consumer Tribunal to review a decision of the Regulator, in terms of section 59 (1) of the National Credit Act, 2005
Form TI.63 (5)	Notice of Application to the National Consumer Tribunal to review the rejection of a language proposal, in terms of section 63 (5) of the National Credit Act, 2005
Form TI.71 (3)	Notice of Application to the National Consumer Tribunal to review a decision not to issue or a failure to issue a clearance certificate, in terms of section 71 (3) of the National Credit Act, 2005
Form TI.99 (2)	Notice of Application to the National Consumer Tribunal for compensation from a pawnbroker in lieu of property, in terms of section 99 (2) of the National Credit Act, 2005
Form TI.114 (1)	Notice of Application to the National Consumer Tribunal to compel production of a statement, in terms of section 114 of the National Credit Act, 2005
Form TI.115 (1)	Notice of Application to the National Consumer Tribunal to resolve a disputed entry to a statement, in terms of section 115 of the National Credit Act, 2005
Form TI.128 (1)	Notice of Application to the National Consumer Tribunal for a review of a sale of goods, in terms of section 128 (1) of the National Credit Act, 2005
Form TI.138 (1)	Notice of Application to the National Consumer Tribunal for a consent order, in terms of section 138 of the National Credit Act, 2005
Form TI.142 (3) (f)	Notice of Application to the National Consumer Tribunal to limit obligations in response to consumer requests, in terms of sections 62, 65, 72, 110 or 113 of the National Credit Act, 2005
Form TI.148 (1)	Notice of Appeal to a full panel of the National Consumer Tribunal, in terms of section 148 (1) of the National Credit Act, 2005
Form TI.165	Notice of Application to the National Consumer Tribunal to vary or rescind an order, in terms of section 165 of the National Credit Act, 2005
Form TI.164 (3) (b)	Application to the National Consumer Tribunal for a certificate declaring conduct to be prohibited or required in terms of the Act
Form TI.60 (3) & 101 CPA	Notice of Application to the National Consumer Tribunal to review notice issued by the National Consumer Commission, in terms of section 60 (3) or 101 of the Consumer Protection Act, 2008

Form TI.80 (5) CPA	Notice of Application to the National Consumer Tribunal to review a decision of the Registrar of Companies relating to the cancellation of a registered business name, in terms of section 80 (5) of the Consumer Protection, 2008
Form TI.100 (6) CPA	Notice of Application to the National Consumer Tribunal for imposition of administrative fine, in terms of section 100 (6) of the Consumer Protection Act, 2008
Form TI.102 (3) (b) CPA	Notice of Application to the National Consumer Tribunal to extend the time period to retain books, document or other objects, in terms of section 102 (3) (*b*) of the Consumer Protection Act, 2008
Form TI.73 (2) (b) CPA	Notice of Referral of a complaint to the National Consumer Tribunal by the National Consumer Commission, in terms of section 73 (2) (b) of the Consumer Protection Act, 2008 (the CPA)
Form TI.73 (3) & 75 (1) (*b*) & (2) CPA	Notice of Application for referral of a complaint to the National Consumer Tribunal, with leave of the Tribunal Required, in terms of section 73 (3), 75 (1) (*b*) or section 75 (2) of the Consumer Protection Act, 2008
Form TI.137 (3)	Notice of Application to the National Consumer Tribunal upon failure of alternative dispute resolution between a consumer and credit provider, in terms of section 137 (3) of the National Credit Act, 2005
Form TI.149 (1)	Notice of Application to the National Consumer Tribunal for an interim order or for an order extending an interim order pending the hearing of a complaint referral, in terms of section 149 of the National Credit Act, 2005 or in terms of section 114 of the Consumer Protection Act, 2008
Form TI.r4	The National Consumer Tribunal Notice of Motion
Form TI.r4A CPA	Notice of Application to the National Consumer Tribunal for leave to institute proceedings for or on behalf of persons set out in section 4 (1) (*c*), (*d*) or (*e*) of the Consumer Protection Act, 2008
Form TI.r11	Notice of intervention by the National Credit Regulator in an application in terms of section 137 (3) pending in the National Consumer Tribunal, in terms of section 137 (4) of the National Credit Act, 2005
Form TI.r12	Notice of Application to intervene in a matter before the National Consumer Tribunal, in terms of Tribunal rule 12
Form TI.r15	Notice of Notice of Application to Amend in terms of rule 15
Form TI.144	National Consumer Tribunal Summons
Form TI.r19	The National Consumer Tribunal Notice of Withdrawal
Form TI.r25 (2)	Notice of Application to the National Consumer Tribunal for a default order, in terms of Tribunal rule 25 (2)
Form TI.r30A	FILING NOTICE
Form TI.r30	Notice of Application to the National Consumer Tribunal for an order of substituted service, in terms of Tribunal rule 30 (5)
Form TI.r34	Notice of Application to the National Consumer Tribunal to condone non-compliance with a rule or procedure, in terms of Tribunal rule 34
Form TI.r35	The National Consumer Tribunal Payment Advice
Form TI.148(1)	Notice of Appeal to a full panel of the National Consumer Tribunal, in terms of section 148 (1) of the National Credit Act, 2005
Form TI.165	Notice of Application to the National Consumer Tribunal to vary or rescind an order, in terms of section 148 of the National Credit Act, 2005
Form TI.127 (6)	Notice of a remittance to the National Consumer Tribunal of the proceeds from sale of goods and an application for the distribution of proceeds
Form TI.164 (3)	The National Consumer Tribunal Certificate issued in terms of section 164 (3) (*b*) of the National Credit Act (Act 34 of 2005) or certificate issued in terms of section 115 (2) (*b*) of the Consumer Protection Act (68 of 2008)

Part A
Interpretation and definitions

1. Definitions.-(1) In these rules any word or expression to which a meaning has been assigned in the Act bears the same meaning, and unless the context indicates otherwise-

"**Applicant**" means the person initiating proceedings before the Tribunal;

"Commission" means the National Consumer Commission established by Section 85 of the CPA;

[Definition of "Commission" inserted by GN 428 of 29 June 2011.]

"Form NCR" means a form contained in the National Credit Regulations, 2006;

"Form TI" means a Form contained in these rules;

"File or filing" means to deliver to the Registrar in terms of Rules 30 to 31;

[Definition of "File or filing" substituted by GNR.203 of 13 March 2015.]

"party" to any matter includes an Applicant, Respondent, intervener, or any party joined in or substituted for another;

"record" means the documents listed in rule 23 and includes an electronic record and a voice recording;

[Definition of "record" amended by GNR.203 of 13 March 2015.]

"referral" includes, where applicable, all the documents and other records appended to a referral;

"registered mail" includes any type of mail with tracking capability;

"Registrar" means a person performing the functions of the Tribunal Registrar and includes any acting or assistant Registrar;

"Sheriff" . . . . . .

[Definition of "Sheriff" deleted by GNR.203 of 13 March 2015.]

"the Act" means the National Credit Act, 2005 (Act 34 of 2005);

[Definition of "the Act" inserted by GN 428 of 29 June 2011.]

"the CPA" means the Consumer Protection Act, 2008 (Act 68 of 2008);

[Definition of "the CPA" inserted by GN 428 of 29 June 2011.]

"the Registrar of Companies" means the Registrar of Companies appointed in terms of the Companies Act, 1973 (Act 61 of 1973) or the official performing similar functions in terms of any subsequent legislation.

[Sub-r. (1) previously r. 1 renumbered by GN 428 of 29 June 2011. Definition of "the Registrar of Companies" inserted by GN 428 of 29 June 2011.]

"Tribunal", means the National Consumer Tribunal, a body established by section 26 (1) of the Act.

[Definition of "Tribunal" inserted by GNR.203 of 13 March 2015.]

(2) Any reference to a section in these rules is a reference to a section in the Act unless the context indicates otherwise.

[Sub-r. (2) inserted by GN 428 of 29 June 2011.]

(3) Saturdays, Sundays, Public Holidays and the days between 24 December and 2 January shall not be included in the computation of any time expressed in days (or as business days) prescribed by these Rules or fixed by any order of the Tribunal.

[Sub-r. (3) inserted by GNR.203 of 13 March 2015.]

PART B
ACCESS TO AND FUNCTIONS OF THE TRIBUNAL

2. Office hours and address of the Tribunal.-(1) The offices of the Tribunal are open to the public Monday to Friday, excluding public holidays and the days between 24 December and 2 January from 09:00 to 13:00 and from 14:00 to 16:00.

[Sub-r. (1) amended by GNR.203 of 13 March 2015.]

(2) The contact details of the Tribunal are-

(*a*) Physical address-

Ground Floor, Building B
272 West Avenue,
Lakefield Office Park
Centurion

Or as publicised by the Tribunal from time to time in the *Government Gazette* and on the Tribunal's website.

[Para. (*a*) amended by GNR.203 of 13 March 2015.]

(*b*) Postal address-

Private Bag X110
Centurion
0046

(*c*) Telephone (012) 663 5615.

(*d*) Facsimile (012) 663 5693.

(*e*) Email to registry@thenct.org.za.

[Sub-r. (2) substituted by GN 428 of 29 June 2011 and amended by GNR.203 of 13 March 2015.]

3. Powers of the Tribunal.-(1) The Tribunal may deal with a matter:

(*a*) listed in Table 1A and Table 1B of these rules;

[Para. (*a*) amended by GN 428 of 29 June 2011.]

(*b*) referred to the Tribunal in terms of s. 134 (2) (*c*) of the Act;

(*c*) originating as a complaint to the Regulator or arising from a complaint, and referred to the Tribunal in terms of s. 137 (1), s. 140 or s. 141 (1) (*b*) of the Act;

(*d*) which is referred to the Tribunal in terms of s. 137 (3) of the Act;

[Para. (*d*) amended by GN 428 of 29 June 2011.]

(2) The Tribunal may:

(*a*) grant interim relief in respect of a matter described in rule 3 (1) (*c*);

(*b*) confirm a consent agreement entered into between parties (s. 138);

(*c*) consider applications related to an adjudication process-

(i) to intervene in proceedings in terms of rules 11 and 12;

(ii) to amend documents in terms of rule 15;

(iii) to change the forum at which a matter will be heard in terms of section 140 (4) or 141 (2) (*a*);

(iv) to condone non-compliance with the rules and proceedings of the Tribunal;

(v) for an order of substituted service in terms of rule 30;

(vi) to grant a default order in terms of rule 25; or

(vii) relating to other procedural matters;

(*d*) in respect of its prior rulings, consider-

(i) matters on appeal in terms of s. 148 (1);

(ii) an application in terms of s. 165 for the variation or rescission of a decision or order.

(*e*) distribute a remittance in terms of s. 127 (6); and

(*f*) deal with any other matter in accordance with rule 10.

(3) The Chairperson may issue practice directives, which are consistent with the Act, the CPA and these rules, which shall be binding on parties to Tribunal proceedings and which will assist in proper case management and service delivery at the Tribunal.

[Sub-r. (3) inserted by GNR.203 of 13 March 2015.]

PART C
APPLICATIONS

4. Proceedings before the Tribunal.-(1) An Applicant must comply with the requirements set out in Table 2 of the rules for the type of application being made, in respect of:

(*a*) the time within which the application must be made;

(*b*) the form to be used;

(*c*) documents and information required;

(*d*) any application fee that is payable;

(*e*) the parties requiring notification of the application; and

(*f*) the documents that must be served on them.

(2) If an application relates to a matter contemplated in rule 3 (2) (*c*) that is not specifically provided for in Table 2, the Applicant must:

(*a*) apply by way of Notice of Motion in Form TI.r4;

(*b*) append a supporting affidavit setting out the facts on which the application is based;

(*c*) serve the Notice and affidavit on the Respondent and other parties to the matter; and

(*d*) file the application documents and proof of service with the Registrar.

(3) If the Applicant is a company or other corporate entity, the officer signing the application must append a copy of the board resolution or other proof of authority to act on behalf of that company or entity.

4A. Representative or class proceedings.-Any person or persons, who intend to approach the Tribunal in any manner provided for in the CPA and in terms of these rules and who base their *locus standi* on 4 (1) (*c*), (*d*) or (*e*) of the CPA or on either one or more of those provisions, must first make application to the Tribunal for-

(1) Leave to approach the Tribunal on this basis; and

(2) If such leave is granted, directions from the Tribunal as to-

(*a*) Service of further papers;

(*b*) joinder and/or participation of other parties; and

(*c*) the further proceeding of the matter.

[R. 4A inserted by GN 428 of 29 June 2011 and amended by GNR.203 of 13 March 2015.]

5. Fees.-(1) If a fee is payable in respect of a matter:

(*a*) it must be deposited in cash or transferred by way of electronic funds transfer into the Tribunal's designated bank account before the application is submitted; and

[Para. (*a*) amended by GN 428 of 29 June 2011.]

(*b*) a copy of the deposit slip or a print-out of the transfer record must be included in the application documents as proof of payment.

[Para. (*b*) amended by GN 428 of 29 June 2011.]

(2) The Tribunal's designated bank account details can be requested from the Registrar.

[Sub-r. (2), previously para. (*c*), amended by GN 428 of 29 June 2011 and by GNR.203 of 13 March 2015.]

6. Notification of parties and service of application documents.-(*a*) The Applicant must notify the persons mentioned in column g of Table 2 by serving on them the documents required under column h of that Table.

(*b*) The application documents filed with the Tribunal must include a proof of service for every person requiring notification.

[Para. (*b*) amended by GN 428 of 29 June 2011.]

(*c*) Notification and service must comply with rule 30.

7. Filing an application.-(1) Once notification of an application has been served in terms of rule 6, the application must be filed with the Registrar.

(2) An application is filed by delivery of the relevant Form and all the documents listed in column e of Table 2, if applicable, or as required elsewhere in these rules, to the Registrar.

(3) Applications to the Tribunal must be addressed to the Registrar and-

(*a*) delivered to the physical address; or

(*b*) sent by registered mail to the postal address; or

(*c*) sent by fax; or

(*d*) sent by e-mail; or

(*e*) sent by electronic filing.

[Sub-r. (3) substituted by GNR.203 of 13 March 2015.]

(4) In response to an application, the Registrar must-

(*a*) allocate a unique reference number to the matter;

(*b*) . . . . . .

[Para. (*b*) amended by GN 428 of 29 June 2011 and deleted by GNR.203 of 13 March 2015.]

(5) The filing of an application must comply with the general rules for delivery of documents in terms of these rules.

8. Incomplete applications.-(1) If an application does not satisfy the requirements of the rules-

(*a*) the Registrar may notify the Applicant and the other parties of the defect; and

[Para. (*a*) amended by GNR.203 of 13 March 2015.]

(*b*) the Applicant may within a time permitted by the Registrar-

(i) complete the application; and

(ii) if required to do so, serve additional documents or information on the parties.

[Sub-r. (1) previously r. 8 renumbered by GN 428 of 29 June 2011.]

(2) The application shall lapse if the Applicant does not take any further steps in completing the application within the time permitted by the Registrar as contemplated in subrule (1) (*b*).

[Sub-r. (2) inserted by GN 428 of 29 June 2011 and amended by GNR.203 of 13 March 2015.]

9. Deemed applications.-(1) If the Tribunal grants leave in terms of s. 137 (1) (*d*) of the Act for a complaint submitted to the National Credit Regulator or in terms of Section 73 (4) or Section 75 (2) of the CPA for a complaint referred to a Consumer Court to be brought directly before the Tribunal the Complainant in the referred matter-

(*a*) will become the Applicant to the Tribunal; and

[Para. (*a*) amended by GNR.203 of 13 March 2015.]

(*b*) must proceed in accordance with the rules applicable to the type of application made, provided that no application fee is payable.

[Sub-r. (1) amended by GN 428 of 29 June 2011.]

(2) If-

(*a*) a Respondent to a matter, that has been referred to alternative dispute resolution in terms of s. 134 (1) (*b*) (ii) of the Act objects in writing to the referral;

(*b*) the objection was noted within 10 business days of the referral; and

(*c*) the matter could give rise to an application listed in Table 1A; then

[Para. (*c*) amended by GN 428 of 29 June 2011.]

the matter will be deemed to be an application to the Tribunal.

[Proviso previously para. (*d*) amended by GN 428 of 29 June 2011 and by GNR.203 of 13 March 2015.]

(3) On receiving notification in terms of rule 9 (2) (*b*), the person who referred the matter to alternative dispute resolution may apply to the Tribunal according to the rules governing such an application.

10. Applications in respect of matters not provided for in the rules.-(1) A person wishing to bring before the Tribunal a matter which is not listed in rule 3, or otherwise provided for in these rules, must first apply to the High Court for a declaratory order confirming the Tribunal's jurisdiction-

(*a*) to deal with the matter;

(*b*) to grant the order to be sought from the Tribunal.

(2) The Tribunal must be served with a notice of an application under rule 10 (1).

(3) If the High Court issues the declaratory order, the Registrar must notify the Applicant of-

(*a*) the appropriate Form to be used and the manner in which the matter may be brought before the Tribunal;

(*b*) the fee payable;

(*c*) the parties to be notified; and

(*d*) documents to be served.

11. Interventions by notice.-(1) The National Credit Regulator may intervene before the Tribunal in any matter referred to in terms of s. 137 (4) of the Act.

[Sub-r. (1) amended by GNR.203 of 13 March 2015.]

(2) An intervention in terms of rule 11 (1) must be-

(*a*) by way of a notice of intervention in Form TI.r11,

(*b*) served on the Applicant and every other party on whom the application in the principal matter was served; and

[Para. (*b*) amended by GNR.203 of 13 March 2015.]

(*c*) filed with the Tribunal.

(3) The notice of intervention of the National Credit Regulator must include a description of the-

(*a*) nature of the interest of the National Credit Regulator in the proceedings; and

(*b*) aspect on which the National Credit Regulator will make representations.

12. Interventions by application.-(1) An intervention other than in terms of rule 11 (1) must be-

(*a*) by application on Form TI.r12;

(*b*) served on the Applicant and every other party on whom the application in the principal matter was served; and

[Para. (*b*) amended by GN 428 of 29 June 2011.]

(*c*) filed with the Registrar.

(2) The application to intervene must include a concise statement of the nature of the interest of the Applicant in the proceedings and the aspect on which the Applicant will make representations.

(3) The presiding member in the principal matter may at his or her discretion-

(*a*) grant the application to intervene without a hearing;

(*b*) hear the application concurrently with the principal matter; or

(*c*) hear the application before the principal matter.

13. Opposing an application or referral.-(1) Any Respondent to an application or referral to the Tribunal may oppose the application or referral by serving an answering affidavit on:

[Sub-r. (1) amended by GNR.203 of 13 March 2015.]

(*a*) the Applicant; and

(*b*) every other person on whom the application was served.

(2) An answering affidavit to an application or a referral other than an application for interim relief must be served on the parties and filed with the Registrar within 15 business days of receipt by such party of the application.

[Sub-r. (2) amended by GNR.203 of 13 March 2015.]

(3) An answering affidavit to an application for interim relief must be served on the parties and filed with the Registrar within 10 business days of receipt by such party of the application, or within a shorter period if directed by the Registrar by notice in writing.

[Sub-r. (3) amended by GNR.203 of 13 March 2015.]

(4) The answering affidavit must set out in numbered paragraphs-

(*a*) a concise statement of the grounds on which the matter is opposed;

(*b*) facts or allegations contained in the application or referral that the Respondent admits;

(*c*) facts or allegations contained in the application or referral that the Respondent denies and the grounds for such denial; and

(*d*) the material facts or points of law on which the Respondent relies.

(5) Any fact or allegation in the application or referral not specifically denied or admitted in an answering affidavit, will be deemed to have been admitted.

(6) If an Application relates to the review of any decision, determination or ruling made by the Regulator, the Commission, the Registrar of Companies, or any other person or entity, when exercising a power or function in terms of Act or the CPA, then the Regulator, the Commission, the Registrar of Companies, or any other person or entity as the case may be, must within a time period as notified by the Tribunal, serve and file a complete record of the decision, determination or ruling forming the subject matter of the review proceedings.

[Sub-r. (6) substituted by GNR.203 of 13 March 2015.]

14. Reply by Applicant.-(1) The Applicant may within 10 business days of being served with an answering affidavit, lodge a replying affidavit to any new issues raised in the answering affidavit, other than a point of law.

(2) A replying affidavit must set out in numbered paragraphs-

(*a*) an admission or denial of each new ground or material fact raised in the answering affidavit; and

(*b*) the position of the Applicant on any point of law raised in the answering affidavit.

(3) The Applicant must-

(*a*) serve the replying affidavit on the Respondent and on every other person who had to be notified of the application; and

(*b*) file the replying affidavit with the Registrar, together with-

(i) a cover sheet describing the matter and stating its Tribunal Reference Number; and

(ii) proof of service in accordance with rule 30 (3) for the persons mentioned in rule 14 (3) (*a*).

(4) If the Applicant does not file a replying affidavit, the Applicant will be deemed to have denied each new issue raised in the answering affidavit and each allegation of fact relevant to each of those issues.

15. Amendment of documents.-(1) An Applicant or Respondent may at any time prior to the conclusion of the hearing of the matter, apply by way of Form TI.r15 for an order authorising an amendment of documents filed in connection with the proceedings, save that where all parties to the proceedings consent in writing to a proposed amendment, such amendment may be effected by merely delivering the amended documents to the Tribunal and to the parties.

[Sub-r. (1) amended by GNR.203 of 13 March 2015.]

(2) A party affected by an amendment may respond within a time allowed by the Tribunal.

16. Joinder or substitution of parties.-(1) The Tribunal may of its own accord or on application by a party combine any number of persons, either jointly, jointly and severally, separately, or in the alternative, as parties in the same proceedings, if their rights to relief depend on the determination of substantially the same questions of law or fact.

[Sub-r. (1) amended by GNR.203 of 13 March 2015.]

(2) A party to proceedings, on giving notice to the other parties, may apply to the presiding member for an order to substitute a person for a current party.

(3) A joinder or substitution in terms of these rules will not affect the validity of any prior proceedings in the matter.

16A. Consolidation of matters.-(1) Where separate applications have been instituted the Tribunal may, if it appears convenient to do so, consolidate such applications alternatively, upon the application of any party thereto and having served on all interested parties, make an order consolidating such applications, whereupon-

(*a*) the said applications shall proceed as one;

(*b*) the Tribunal may make any order which to it deems appropriate with regard to the further procedure, and may give one judgment disposing of all matters in dispute in the said applications.

[R. 16A inserted by GNR.203 of 13 March 2015.]

PART D
HEARINGS

17. Pre-hearing procedures.-(1) Within 5 business days from the date on which an application was found to comply with all formal requirements, the Chairperson must-

(*a*) . . . . . .

[Para. (*a*) deleted by GNR.203 of 13 March 2015.]

(*b*) . . . . . .

[Para. (*b*) deleted by GNR.203 of 13 March 2015.]

(3) Prior to a hearing, the Tribunal may confer with the parties to the matter and may convene a pre-hearing conference.

[Sub-r. (3) substituted by GNR.203 of 13 March 2015.]

(4) A pre-hearing conference-

(*a*) may be in person, by telephone, via video-conferencing or other means of telecommunication;

(*b*) need not follow any formal procedures;

(*c*) may be adjourned and re-convened; and

(*d*) is not open to the public.

(5) At a pre-hearing conference, the presiding member may-

(*a*) give directions for the clarification or simplification of issues;

(*b*) obtain admissions of facts or documents;

(*c*) set the time within which any evidence must be requested obtained and delivered or preparations for the hearing must be complete;

[Para. (*c*) amended by GNR.203 of 13 March 2015.]

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "must be requested obtained and delivered" is intended to be "must be requested, obtained and delivered".)

(*d*) determine the treatment of confidential information;

(*e*) determine procedures to be followed at a hearing;

(*f*) determine the date, time and place of a hearing; or

(*g*) attend to any other matter that might assist with the proceedings or to resolve the matter.

(6) If the presiding member considers that it would be practical to resolve any point of law before proceeding with a pre-hearing conference, the member may-

(*a*) direct the Registrar to set down that point of law for adjudication by the Tribunal; and

[Para. (*a*) amended by GN 428 of 29 June 2011.]

(*b*) may adjourn or postpone the conference pending the outcome of the adjudication on the point of law.

[Para. (*b*) amended by GN 428 of 29 June 2011.]

(7) In any matter which originated as a complaint to the National Credit Regulator, and was referred to the Tribunal in terms of s. 137 (1), s. 140 or s. 141 (1) (*b*), the presiding member may direct the National Credit Regulator to investigate or further investigate the matter or to procure specified evidence.

(7A) In any matter which originated as a complaint to the Commission, referred to the Tribunal in terms of s 73, 74 or 75 of the CPA, the presiding member may direct the Commission to investigate or further investigate the matter or to procure further specified evidence.

[Sub-r. (7A) inserted by GN 428 of 29 June 2011.]

(8) At the conclusion of pre-hearing procedures, the presiding member must-

(*a*) issue a notice recording any agreements or rulings relating to the matter dealt with;

(*b*) publish the notice to the parties and file it with the Registrar; and

(*c*) direct the Registrar to set the matter down for the time and place specified in rule 17 (5) (*f*).

[Para. (*c*) amended by GNR.203 of 13 March 2015.]

(Editorial Note: Numbering as per original *Government Gazette*.)

17A. Summoning of witnesses.-(1) A member of the Tribunal may issue a summons for any person as contemplated in section 144 by-

(*a*) completing Form TI.144, ensuring that-

(i) the names, addresses and contact details of the persons to be summonsed are adequately set out;

(ii) the venue, time and date of the hearing are clearly stated; and

(iii) any document or item which such person must produce is accurately described;

(*b*) signing the Form in the place marked for the Tribunal member's signature; and

(*c*) submitting the completed and signed Form to the Registrar, to be stamped by the Registrar.

(2) Any party in a matter who requires a Tribunal member to issue a summons as contemplated in subrule (1) must file with the Registrar a Form TI.144, fully completed and containing the information required in 1 (*a*) (i) to (iii), to be submitted by the Registrar to the Tribunal member for signature.

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "in 1 (*a*) (i) to (iii)" is intended to be "in (1) (*a*) (i) to (iii)".)

(3) Upon submission in terms of subrule (2) of a completed form TI.144 to a Tribunal member, the Tribunal member may-

(*a*) sign the Form and direct the Registrar to stamp same; or

(*b*) direct the party requiring the issuing of the summons to make submissions on-

(i) why the evidence of the person(s) to be summonsed is (are) required; and

(ii) any other aspect relating to the issuing of the summons.

(4) After receipt of a party's submissions in subrule (3) (*b*), the Tribunal member may either decline to issue the summons or may sign the form and direct the registrar to stamp same.

(5) When a summons is issued by a Tribunal member-

(*a*) of the Tribunal's own accord, the Registrar must ensure that the summons is served on the persons set out therein, in accordance with rule 30; or

(*b*) at the request of a party in a matter, such party must ensure that the summons is served on the persons set out therein, in accordance with rule 30.

(6) A summons may, in the summons form TI.144, require a witness to hand any documents or items to the Registrar by a date before the hearing. The parties to a matter will then, subject to the provisions of rule 32, be entitled to inspect and/or obtain copies of such documents or items.

[R. 17A inserted by GNR.203 of 13 March 2015.]

17B. Expert witnesses.-Subject to any agreement reached between the parties or direction given or ruling made by the Tribunal pursuant to, or at a pre-hearing conference or otherwise, where any party in a matter intends to rely at the hearing on the evidence of an expert witness, such party must notify the other parties and the Tribunal not less than 10 (ten) days before the hearing date.

[R. 17B inserted by GNR.203 of 13 March 2015.]

18. Set downs and postponements.-(1) The Registrar must issue a notice of set-down to the parties in a matter that is set down for hearing.

(2) Subsequent to issuing a notice of set-down to the parties, the Registrar will file a Certificate of Set Down on the case file, certifying that the set down was issued in accordance with subsection (1). Such Certificate will be *prima facie* proof of the contents thereof.

(3) A party to the proceedings may apply for a postponement and, if permitted by the Tribunal, the Registrar will notify the parties of the postponement in writing.

[R. 18 substituted by GNR.203 of 13 March 2015.]

19. Withdrawal of matters.-(1) An Applicant, before an application has been decided, may withdraw all or part of the application by-

(*a*) serving a notice of withdrawal in Form TI.r19 by hand delivery, fax or email; and

[Para. (*a*) amended by GN 428 of 29 June 2011.]

(*b*) filing with the Registrar a copy of the notice of withdrawal with proof of service.

(2) A notice of withdrawal may include a consent to pay costs, or the other party may apply to the Tribunal for an order for costs.

20. Consent orders.-(1) The Tribunal may confirm a resolution or agreement as a consent order-

(*a*) on application by the facilitator of that resolution or agreement; and

(*b*) without hearing any evidence.

(2) Upon the receipt of an application for a consent order, the Tribunal may-

(*a*) make its ruling on the application based on the documents filed alone, without hearing any evidence;

(*b*) require further submissions or documents from the parties before adjudicating on the application, in which case the directions of the Tribunal will be communicated to the parties by the Registrar; or

(*c*) require that a hearing date be scheduled for the application, in which case the Registrar will proceed in terms of rule 18 (1).

[Sub-r. (2) substituted by GNR.203 of 13 March 2015.]

(3) If the Tribunal refuses to make the consent order applied for, or requires any changes that a party is unwilling to accept, the Registrar must serve on each party to the agreement or resolution-

(*a*) a notice that the application has been refused; and

(*b*) a copy of the agreement or resolution in its original form, in respect of which the application was refused.

(*c*) a copy of the Tribunal's reasons for the refusal.

[Para. (*c*) inserted by GNR.203 of 13 March 2015.]

21. Hearings.-(1) A hearing must be informal and follow procedures determined by the presiding member in terms of rule 17 (5) (*e*) or at any time before or during the hearing.

[Sub-r. (1) amended by GN 428 of 29 June 2011 and by GNR.203 of 13 March 2015.]

(2) The Tribunal will be the judge of the admissibility of any evidence adduced and of its probative value.

(3) The hearings of the Tribunal are open to the public unless otherwise determined by the Presiding Member.

(4) In a hearing for interim relief, only evidence by affidavit will be admitted, subject to sub-rule (2).

(5) . . . . . .

[Sub-r. (5) deleted by GNR.203 of 13 March 2015.]

(6) . . . . . .

[Sub-r. (6) deleted by GNR.203 of 13 March 2015.]

(7) A witness must take an oath or affirm the undertaking contained in Table 3.

(8) The Tribunal may order that a witness-

(*a*) be paid in accordance with the tariff of allowances published by the Minister responsible for Justice by notice in the *Gazette* in terms section 42 of the Supreme Court Act, 1959 (Act No. 59 of 1959);

(*b*) be paid a portion of the amount permitted under paragraph (*a*); or

(*c*) not be paid.

(9) A party requiring the services of an interpreter must notify the Registrar at least 10 business days prior to the date for which the matter has been set down.

(10) An interpreter-

(*a*) will be procured at the expense of the Tribunal;

(*b*) must be a person admitted as a sworn translator of the High Court; or

(*c*) must take an oath or affirm the undertaking contained in Table 3, with a signed copy to form part of the record of the proceedings.

(11) The Tribunal may at any stage condone any non-compliance with these Rules or any irregularities in the conduct of proceedings.

[Sub-r. (11) substituted by GNR.203 of 13 March 2015.]

22. Settlement conference.-At any time prior to making a final order in relation to a matter, the member or panel, as the case may be, may order an adjournment of the proceedings to allow an opportunity for the parties to reach agreement on an issue.

23. Record of hearing.-(1) The Registrar must compile a record of the proceedings in respect of any matter that has come before the Tribunal, comprising of:

(*a*) the application documents;

(*b*) notices;

(*c*) the presiding member's record of pre-hearing procedures;

(*d*) any interlocutory orders made by the Tribunal;

(*e*) all documentary evidence;

(*f*) the transcript, if any, of the oral evidence given at the hearing; and

(*g*) a written record of the Tribunal's final decision with reasons.

[Sub-r. (1) amended by GNR.203 of 13 March 2015.]

24. Non appearance.-(1) If a party to a matter fails to attend or be represented at any hearing or any proceedings, and that party-

(*a*) is the applicant, the presiding member may dismiss the matter by issuing a written ruling; or

(*b*) is not the applicant, the presiding member may-

(i) continue with the proceedings in the absence of that party; or

(ii) adjourn the hearing to a later date.

(2) The Presiding member must be satisfied that the party had been properly notified of the date, time and venue of the proceedings, before making any decision in terms of subrule (1).

(3) The Registrar must send a copy of the ruling to the parties.

[R. 24 substituted by GN 428 of 29 June 2011. Sub-r. (3) amended by GNR.203 of 13 March 2015.]

24A. Variation or rescission of Tribunal orders.-(1) An application for the variation or rescission of a Tribunal order must be made within 20 days of the date on which the applicant became aware of-

(*a*) the Tribunal order which was granted in the absence of the applicant;

(*b*) the ambiguity, error or omission; or

(*c*) a mistake common to the parties to the proceedings; or

(*d*) within such longer period as permitted by the Tribunal.

(2) An application for rescission or variation in terms of section 165 must be made by way of Form TI.165.

[R. 24A inserted by GNR.203 of 13 March 2015.]

25. Orders and awards of the Tribunal.-(1) The Tribunal may make the orders contemplated in section 150 of the Act.

(2) An Applicant may make application by way of form TI.r25 (2) for purposes of obtaining a default order, if no response to the application was filed within the time stated in the application.

[Sub-r. (2) substituted by GN 428 of 29 June 2011.]

(2A) Upon the filing of an application in terms of subrule (2), a hearing date will be scheduled in accordance with rule 18 (1).

[Sub-r. (2A) inserted by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

(3) The Tribunal may make a default order-

(*a*) after it has considered or heard any necessary evidence; and

(*b*) if it is satisfied that the application documents were adequately served.

[Sub-r. (3) substituted by GN 428 of 29 June 2011.]

(4) The Tribunal may award costs in the circumstances contemplated in section 147 of the Act, in the following terms-

(*a*) the fees of a single representative may be allowed between party and party;

(*b*) the costs between party and party must be taxed by the Registrar according to the tariff agreed between the parties or otherwise according to the tariff applicable in the High Court;

(*c*) the Registrar may tax a bill of costs for services actually rendered in connection with proceedings, and call for any book, document paper or account that in the opinion of the Registrar is necessary to properly determine any matter relating to the taxation.

(5) The Registrar must not proceed to tax any bill of costs unless the party liable to pay the bill-

(*a*) is present or represented at the taxation

[Para. (*a*) substituted by GNR.203 of 13 March 2015.]

(*b*) . . . . . .

[Para. (*b*) deleted by GNR.203 of 13 March 2015.]

(*c*) consented in writing to the taxation taking place in absentia; or

(*d*) received due notice as to the time and place of the taxation and of the party's right to be present, and despite this notice fails to appear, in person or by representative, at the taxation.

[Para. (*d*) amended by GNR.203 of 13 March 2015.]

(6) The Registrar may delegate any of the responsibilities imposed under sub-rules (4) and (5) to a suitably qualified person in the employ of the Tribunal to conduct the taxation of bills of costs.

(7) The Tribunal may award punitive costs against any party who is found to have made a frivolous or vexatious application to the Tribunal.

(8) The taxation of costs is subject to the review of the High Court on application.

26. Appeals.-(1) An appeal lodged against a ruling of a single member of the Tribunal must be referred by the Chairperson to an appeal panel consisting of three members of the Tribunal;

[Sub-r. (1) amended by GN 428 of 29 June 2011.]

(2) The Notice of Appeal must-

(*a*) be lodged with the Registrar within 20 days of the ruling;

(*b*) set out concisely the grounds of appeal;

(*c*) be accompanied by a record of the ruling; and

(*d*) attach any relevant documentation.

(3) The appellant must deliver a copy of the Notice of Appeal and relevant documentation to the respondent within 2 days of lodging such documents with the Registrar.

(4) The respondent may file with the Registrar a notice within 15 days of receipt of the Notice of Appeal and deliver a copy of such notice to the Appellant.

[Sub-r. (4) amended by GNR.203 of 13 March 2015.]

(5) The appellant must-

(*a*) prepare 4 copies of the record of the ruling appealed against; and

(*b*) prepare 4 copies of the appeal documentation; and

[Para. (*b*) amended by GNR.203 of 13 March 2015.]

(*c*) index and paginate such documents in separate bundles.

[Sub-r. (5) substituted by GN 428 of 29 June 2011.]

(6) The bundles contemplated in sub-rule (5) must be delivered to the Registrar within 5 days of the filing of the respondent's replying affidavit or in the absence of a reply within 5 days of the lapse of the period provided for in sub-rule (4);

[Sub-r. (6) amended by GN 428 of 29 June 2011.]

(7) The respondent may, within 5 days supplement the bundles in the event of any relevant documents

being omitted.

(8) Upon the filing of a Notice of Appeal, the Registrar must-

(*a*) in consultation with the Chairperson, set down a date and time for the hearing of the appeal;

(*b*) deliver a notice of set down on every party to the matter appealed against.

(9) The parties and their legal representatives may appear at the appeal hearing;

(10) A party that wishes to submit heads of argument must deliver within 48 hours of the hearing, 4 copies of the heads of argument to the Registrar and a copy to the other party.

[Sub-r. (10) amended by GNR.203 of 13 March 2015.]

27. Decisions of the Appeal panel.-(1) The appeal panel may refer any matter to a panel appointed by the Chairperson for re-consideration or for such action as the appeal panel may decide.

(2) The appeal panel is not restricted to the record of the proceedings before a single member and may:

(*a*) call for additional documentation and representations from the parties on any matter relevant to the complaint; or

(*b*) procure expert evidence and further research.

[Sub-r. (2) amended by GN 428 of 29 June 2011.]

(3) The appeal panel, in collaboration with the Chairperson, may take any steps as are reasonably necessary for the just and effective determination of the appeal.

[Sub-r. (3) amended by GN 428 of 29 June 2011.]

28. Rules relating to court orders and court notices.-(1) A court which in terms of section 130 (4) (*d*), serves an order or delivers a notice to the Tribunal must, in either case,

(*a*) identify the parties to the court proceeding;

(*b*) identify the credit agreement concerned;

(*c*) specify the date on which application was made to the court;

(*d*) cite the matter as it is cited before that court;

(*e*) cite the Tribunal Reference Number of the matter;

(2) In respect of an order, state how the matter before the Tribunal affects the issues to be determined by the court;

(3) In respect of a notice, state how the court depends on the outcome of the matter before the Tribunal in order to conclude its own matter.

(4) An order or notification under rule 28 must be served or delivered in accordance with the general rules relating to the service or delivery of documents provided for in rule 30.

(5) Within 5 business days of receipt of an order under section 130 the Registrar must send a notice of adjournment to the Applicant and any other parties to the matter before the Tribunal.

29. Certificate of prohibited or required conduct.-(1) Any person may submit a request in writing to the Registrar for the Tribunal to issue a certificate in terms of section 164 (3) (*b*) of the Act or in terms of section 115 (2) (*b*) of the CPA.

[Sub-r. (1) amended by GNR.203 of 13 March 2015.]

(2) The Chairperson must issue a section 164 (3) (*b*) notice or a notice in terms of section 115 (2) (*b*) of the CPA if the conduct was found by the Tribunal to be prohibited or required in terms of the Act or the CPA, as the case may be.

(3) A section 164 (3) (*b*) certificate or a certificate in terms of Section 115 (2) (*b*) of the CPA, must-

(*a*) be issued in the form of TI.164 (3);

(*b*) be signed by the Chairperson;

(*c*) name the person requesting the certificate;

(*d*) describe in detail the conduct which was found to be a prohibited or required conduct in terms of the Act or the CPA;

(*e*) state the specific section of the Act or the CPA in terms of which the conduct was found to constitute prohibited - or required conduct; and

(*f*) set out the basis on which the finding was made.

[R. 29 substituted by GN 428 of 29 June 2011.]

PART E
GENERAL RULES

30. Service and proof of service of documents.-(1) A document may be served on a party by-

(*a*) delivering it to the party; or

(*b*) sending it by registered mail to the party's last known address.

(1A) Any document, application or affidavit served or delivered by a party must contain at the front thereof a filing notice in accordance with form TI.r30A and must be filed at the Tribunal.

[Sub-r. (1A) inserted by GNR.203 of 13 March 2015.]

(2) Parties may expedite service by sending notices and documents by fax or e-mail, provided that this is followed within 3 business days with service in accordance with rule 30 (1) (*a*). Parties to proceedings may agree in writing to service of notices and documents by way of fax or email only, in which event service in terms of rule 30 (1) will not be required.

[Sub-r. (2) amended by GNR.203 of 13 March 2015.]

(3) Proof of service in terms of:

(*a*) rule 30 (1) (*a*), must be by-

(i) a signed acknowledgment of receipt by the party, a representative of the party, or a person who is 16 years or older residing or employed at premises occupied or utilised by the party; or

(ii) an affidavit by the person who served the document if the person to whom it was delivered refused to sign for it;

(*b*) rule 30 (1) (*b*), must be the postal agent's receipt with the tracking code of the document;

(*c*) rule 30 (2), must be a copy of the transmission report, to be followed subsequently with proof in terms of rules 30 (3) (*a*) or (*b*).

(4) The Tribunal may serve documents in accordance with rule 31.

[Sub-r. (4) substituted by GNR.203 of 13 March 2015.]

(5) If any party cannot serve a document or notice in accordance with these rules, it may apply to the Tribunal in Form TI.r30 for an order of substituted service.

[Sub-r. (5) amended by GNR.203 of 13 March 2015.]

31. Delivery of documents.-(1) Subject to these rules, a document or notice that is not required by the rules to be served on a person, may be delivered to that person-

(*a*) at a physical address;

(*b*) by registered mail;

(*c*) by fax; or

(*d*) by e-mail.

(2) Documents sent by fax or e-mail must include all of the following information on a cover page or cover message:

(*a*) the name, address and telephone number of the sender;

(*b*) the name of the person to whom it is addressed;

(*c*) the date and time of transmission;

(*d*) the total number of pages sent;

(*e*) the name and telephone number of the person to contact if transmission is flawed; and

(*f*) the manner in which and person to whom an acknowledgment of receipt should be sent.

(3) If the rules require that a certified copy of a document be filed with the Tribunal, that document must be filed in hard copy format, either by delivery to the physical address of the Tribunal or by registered mail to the postal address of the Tribunal

[Sub-r. (3) amended by GN 428 of 29 June 2011.]

(4) If a document is delivered to the Tribunal later than the closing time specified in rule 2 (1), the next business day will be recorded as the date of filing of that document.

32. Confidential information.-(1) Confidential information includes any information containing or consisting of-

(*a*) trade secrets;

(*b*) financial, commercial, scientific or technical information, if disclosure of the information is likely to cause harm to the commercial or financial interests of a person; or

(*c*) information supplied in confidence by a person, if the disclosure of the information could reasonably be expected to-

(i) put that person at a disadvantage in contractual or other negotiations; or

(ii) prejudice that person in commercial competition.

(2) Any alleged confidential information forming part of an application, response or other written submission to the Tribunal must be contained in a separate annexure and clearly marked "confidential".

[Sub-r. (2) substituted by GN 428 of 29 June 2011.]

(3) Subject to an eventual finding that information is not confidential, information marked as confidential may be excluded from documents required to be served on parties under Table 2.

[Sub-r. (3) substituted by GN 428 of 29 June 2011.]

(4) When submitting any information claimed to be confidential, such person will include a written statement setting out the grounds for the claim of confidentiality.

[Sub-r. (4) inserted by GN 428 of 29 June 2011.]

(5) Within 10 business days of submission of the confidentiality claim, the Tribunal must notify such person as to whether or not the Tribunal will treat the information submitted as confidential.

1[Sub-r. (5) inserted by GN 428 of 29 June 2011.]

(6) If the Tribunal has notified such a person that the information will not be treated as confidential, it may not make the information available to any other party at a time earlier than 5 days after having notified such person in terms of subrule (5).

[Sub-r. (6) inserted by GN 428 of 29 June 2011.]

33. Representation of parties.-(1) A party to a matter may act in person or appoint a representative.

(2) A person appointed as representative must notify the Registrar and the other parties to the matter by providing them with the following particulars-

(*a*) name;

(*b*) postal address and address for service of documents;

(*c*) telephone and fax numbers;

(*d*) e-mail address;

(*e*) Tribunal Reference Number of the matter; and

(*f*) name of the person represented.

(3) A party who terminates a representative's authority to act in a matter must notify the Registrar and the other parties, and-

(*a*) if that party will then act in person, provide the details as listed in rules 33 (2) (*b*) to 33 (2) (*e*).

[Para. (*a*) amended by GN 428 of 29 June 2011 and by GNR.203 of 13 March 2015.]

(*b*) if another representative has been appointed, provide details as listed in rule 33 (2).

(4) On receipt of a notice under rule 33 (2) or rule 33 (3), the address given in that notice will become the party's address for all notification and service required in that matter.

(5) A party does not need to be represented by a legal representative before the Tribunal.

34. Condonation of late filing and non-compliance with rules.-(1) A party may apply to the Tribunal in Form TI.r34 for an order to:

(*a*) condone late filing of a document or application;

(*b*) extend or reduce the time allowed for filing or serving;

(*c*) condone the non-payment of a fee; or

(*d*) condone any other departure from the rules or procedures.

(2) The Tribunal may grant the order on good cause shown.

35. Payments and remittances.-(1) The payment of fees specified in Table 2, or fines imposed by the Tribunal under section 151 of the Act or of remittances in terms of section 127 (6) of the Act must be by cash deposit or electronic transfer into the designated bank account of the Tribunal specified in rule 5.

(2) A payment must be identified with a payment reference chosen by the payer.

(3) A copy of the deposit slip or a printout of the transfer record must be appended to any document in which proof of payment is required.

(4) Subsequent to the payment of a fine or remittance, but no later than 3 business days after the payment, a payment advice in the form of TI.r35 with a copy of the deposit record must be delivered to the Tribunal.

[Sub-r. (4) substituted by GN 428 of 29 June 2011.]

36. Access to Tribunal records.-(1) Tribunal records may be inspected by arrangement with the Registrar.

(2) A person may, by arrangement with the Tribunal, obtain a copy of a transcript of a hearing of the Tribunal upon payment of the required fee in terms of sub-rule (4).

(3) . . . . . .

[Sub-r. (3) deleted by GN 428 of 29 June 2011.]

(4) The Registrar may charge a fee of:

(*a*) R2.00 per A4 page for copies of Tribunal documents; and

(*b*) R45.00 for the Registrar's certification of the correctness of copies of documents.

37. Powers of the Chairperson to deviate from certain rules.-(1) The Chairperson may on good cause shown, and in keeping with the requirements of justice, expediency and the objects of the Act and the CPA:

(*a*) direct that the Registrar

(i) accept documents:

(*aa*) at a different location to that in rule 2 (2);

(*bb*) outside of the hours specified in rule 2 (1);

(ii) waive any fee:

(*aa*) payable by a consumer in respect of an application;

(*bb*) payable in an application to limit obligations in respect of frivolous, vexatious or wholly unreasonable requests;

(*b*) direct that any time permitted for lodgement of an answering affidavit to an application, a replying affidavit or any other action in response to an application or referral, be shortened or extended;

(*c*) direct that a matter be heard by telephone or video conferencing.

[Sub-r. (1) amended by GN 428 of 29 June 2011.]

(2) The Chairperson may delegate any of these powers to a member.

[Sub-r. (2) amended by GNR.203 of 13 March 2015.]

38. Forms.-(1) Forms prescribed for purposes of these rules are contained in the schedule 1 at the end of the Rules.

[Sub-r. (1) amended by GN 428 of 29 June 2011 and by GNR.203 of 13 March 2015.]

(2) If a prescribed form of words or expression is used in conjunction with other information in a document the document must be designed in such a manner that the prescribed form or words or expression are:

(*a*) clearly distinguishable from the other information in that document; and

(*b*) at least as prominent, in respect of size and legibility as the other information in that document.

(3) If a prescribed form is used in conjunction with another prescribed form, each must clearly be distinguishable from the other.

(4) If a form is prescribed by these rules-

(*a*) It is sufficient if a person required to prepare such document does so in a form that satisfies all the substantive requirements as to content and design of the prescribed form; and

(*b*) Any deviation from the prescribed form does not invalidate the document unless the deviation-

(i) fail to satisfy the requirements set out in paragraph (*a*);

(ii) negatively affects the substance of the document; or

(iii) is deceptive or misleading.

39. Short title.-These Regulations are called the Regulations for matters relating to the functions of the Tribunal and Rules for the conduct of matters before the National Consumer Tribunal.

[R. 39 amended by GNR.203 of 13 March 2015.]

SCHEDULE 1

PART 1
Applications that may be made directly to the Tribunal

Form TI.55 (6)

[Schedule 1 amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.55 (6)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

The National Credit Regulator Applicant

and

Respondent

Notice of Application to the National Consumer Tribunal to enforce compliance with a notice issued in terms of section 55 (1) of the National Credit Act, 2005, in terms of section 55 (6) (*b*)

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the National Credit Regulator (the Applicant) has commenced proceedings before the National Consumer Tribunal for an order set out in Part D, based on a failure as described in Part C to comply with a compliance notice issued in terms s. 55 (1) of the National Credit Act, 2005.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax numbers of the National Credit Regulator:

Person responsible for this application, and positions within the National Credit Regulator:

Part B: Details of the Respondent (person to whom the section 55 (1) notice was issued)

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

National Credit Regulator registration number:

Date of registration with the Regulator:

The Respondent,

- ? Is a regulated financial institution, being a (describe the category of institution) license in terms of the Act; or
- ? Is not a regulated financial institution.

Part C: Details of Respondent's Non-compliance

Attach a copy of the notice sent to the Respondent (Form NCR 13) and provide further details if necessary of the non-compliance addressed by the notice:

List the documents appended as proof of the failures or contraventions:

Part D: Order sought from the Tribunal

The National Credit Regulator hereby applies for an order against the Respondent as follows:

(Formulate the order sought from the Tribunal).

Part E: Applicant's certification of notice to parties, service of documents and means of service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
Financial regulator (if applicable)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's certification of other documents appended to the application

I/we certify that the following documents are appended to this application:

(*a*) A copy of Form NCR 13;

(*b*) Copies of the documents mentioned in Part C;

(*c*) proof of service according to Tribunal rule 30 for each of the parties named in Part E.

Signed at on

by (name)

(position)

duly authorized to sign on behalf of the National Credit Regulator

[Form TI.55 (6) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.57 (1)

Form TI.57 (1)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

The National Credit Regulator Applicant

and

Respondent

Notice of Application to the National Consumer Tribunal to cancel the registration of a registrant, in terms of section 57 (1) of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part F, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7)

Please take note that the National Credit Regulator has commenced proceedings before the National Consumer Tribunal for an order to cancel the registration of the registrant named in Part B (the Respondent), on the grounds set out in Parts C and D of this application.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical address and postal address, e-mail, telephone and fax numbers of the National Credit Regulator:

Person responsible for this application, and position within the National Credit Regulator:

Part B: Details of the Respondent (the registrant)

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

National Credit Regulator registration number:

Date of registration with Regulator:

The Respondent,

? is a regulated financial institution, being a (describe the category of institution) licensed in terms of ; or

? Is not a regulated financial institution.

Part C: Details of grounds for cancellation

The order is sought in response to the Respondent's:

? repeated failure to comply with a condition of its registration.

? repeated failure to meet a s. 48 (1) commitment;

? repeated contravention of the Act.

Part D: Details of failures or contraventions

date of occurrence	description of failure or contravention

Documents appended as proof of the failures or contraventions.

(using the date of each alleged failure or contravention as a heading, name and describe each document appended in support of that allegation).

Part E: Applicant's certification of notice to parties, service of documents and means of services

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B (registrant)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
Financial regulator (if applicable)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's certification of other documents appended to the application

I/we certify that the following documents are appended to the application:

(*a*) copies of the documents mentioned in Part D;

(*b*) a copy of the registrant's registration certificate and of any conditions imposed upon and after registration;

(*c*) if the registrant is a regulated financial institution, a copy of the financial regulator's consent in terms of section 57 (2) (c);

(*d*) proof of service in accordance with Tribunal rule 30 for each of the parties named in Part E.

Signed at on

by (name)

(position)

duly authorized to sign on behalf of the National Credit Regulator

[Form TI.57 (1) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.59 (1)

Form TI.59 (1)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

The National Credit Regulator Respondent

Respondent

(insert name of registrant or aspirant registrant if the Applicant is someone other than the registrant in respect of the Regulator's decision)

Notice of Application to the National Consumer Tribunal to review a decision of the Regulator, in terms of section 59 (1) of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7)

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order to set aside a decision of the Regulator on the grounds set out in Part D of this application.

Further note that the Respondent(s) described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

National Credit Regulator registration number and date of registration with the Regulator (if applicable):

The Applicant is,

? the registrant/aspirant registrant in respect of the decision of the Regulator; or

? a third party affected by the decision in the following way:

(provide a detailed description)

Part B: Details of the Respondent(s)

Name, physical address and postal address, e-mail, telephone and fax numbers of the National Credit Regulator:

If the Applicant is a third party, provide details of the registrant or aspirant registrant:

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

National Credit Regulator registration number and date of registration with the Regulator (if applicable).

Part C: Decision to be Reviewed

The decision of the Regulator to be reviewed is-

(1) a decision taken in response to an application:

? by a person to become a credit provider (section 40)

? by a credit provider or aspirant credit provider to provide developmental credit (section 41)

? by a person to become a credit bureau (section 43)

? by a person wishing to become a debt counsellor.

or,

(2) a decision:

? in terms of section 45 to request additional information

? in terms of section 48 to impose conditions on registrant

? in terms of section 49 to vary conditions or impose new conditions.

If the Tribunal is required to review a decision under (1), append to this Form a copy of:

(*a*) the completed NCR Form by which the application was made to the Regulator and all documents submitted in support of that application; and

(*b*) the written record of the Regulator's decision to be reviewed.

If the Tribunal is required to review a decision under (2), append to this Form a copy of the written record of the Regulator's decision to be reviewed and state clearly which aspect of the decision is to be reviewed:

Part D: Grounds for Review

Set out in detail the grounds for a review of the decisions (alternative grounds may be stated if based on the same facts)

If the application is more than 20 business days after the date of the decision to be reviewed, state reasons why the application should be permitted:

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The National Credit Regulator	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
Registrant or aspirant registrant (required if the Applicant in this matter is someone other than that person)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to this application:

(*a*) copies of the documents required under Part C;

(*b*) proof of service in accordance with Tribunal rule 30 for each of the parties named in Part E;

(*c*) proof of payment in accordance with Tribunal Rules - Form TI.r35.

Signed at on on by (name) (position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.59 (1) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.63 (5)

Form TI.63 (5)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

The National Credit Regulator Respondent

Notice of Application to the National Consumer Tribunal to review the rejection of a language proposal, in terms of section 63 (5) of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order to set aside a decision of the Regulator (Respondent) in respect of a language proposal.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address; e-mail, telephone and fax numbers:

Company registration or identity number:

National Credit Regulator registration number and date of registration with the Regulator (if applicable):

Part B: Details of the Respondent (the Regulator)

Name, physical address and postal address, e-mail, telephone and fax numbers of the National Credit Regulator:

Part C: Decision to be Reviewed

Attach copies of:

(1) The proposal made by the Applicant to the Respondent; and

(2) The Respondent's written notification of rejection of the proposal in terms of section 63 (4) (*b*) (ii).

Part D: Grounds for Review

With reference to the provisions of section 63 (1) of the Act, set out in detail the grounds for a review of the decision (alternative grounds may be stated if based on the same facts).

If the application is made more than 20 business days after the date of the decision to be reviewed, state reasons why the application should be permitted:

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent (the National Credit Regulator)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended are appended to this application:

(*a*) the documents mentioned in Part C;

(*c*) proof of service in accordance with Tribunal rule 30 for the party named in Part E;

(*d*) proof of payment - Form TI.r35.

(Editorial Note: Numbering and wording as per original *Government Gazette*.)

Signed at on

by (name)

(position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.63 (5) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.71 (3)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

(Insert name of debt counsellor)

Notice of Application to the National Consumer Tribunal to review a decision not to issue or a failure to issue a clearance certificate, in terms of section 71 (3) of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part D, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that Applicant named in Part A has commenced proceedings before the National Consumer Tribunal to review a decision to not to issue or failure to issue a clearance certificate and for an order to compel the production of a clearance certificate.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant (consumer)

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

Part B: Details of the Respondent (the debt counsellor)

Name, physical and postal address, e-mail, telephone and fax numbers:

Identity number:

National Credit Regulator registration number and date of registration with the Regulator:

Part C: Details of application for clearance certificate

Date of debt re-arrangement:

Names of the parties to the debt re-arrangement:

Append a copy of the agreement or Magistrate's Court order whereby the desk was re-arranged.

Date on which application was made to the debt counsellor:

Append a copy of the application to the counsellor, which must include any receipts or other documents submitted to prove that the consumer has met the obligations arising from the agreement or order. Alternatively the application must show that the consumer has settled all the obligations under the agreement or order except for a mortgage agreement and any other long term debt and has demonstrated the financial ability to satisfy these remaining obligations.

Debt counsellor's reference if any:

The debt counsellor's reasons for deciding not to issue or failing to issue the clearance certificate:

If the debt counsellor's reasons for deciding not to issue or failing to issue the certificate are in writing, append a copy of the document.

Part D: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B (the debt counsellor)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part E: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to this application:

(*a*) the documents mentioned in Part C;

(*b*) proof of service in accordance with Tribunal rule 30 for the party named in Part D;

Signed at on by (name) (position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.71 (3) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.99 (2)

Form TI.99 (2)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

(Insert name of pawn broker)

Notice of Application to the National Consumer Tribunal for compensation from a pawnbroker in lieu of property, in terms of section 99 (2) of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for compensation from the pawnbroker named in Part B (the Respondent) in lieu of property lost or sold.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the Applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

Part B: Details of the Respondent (the pawn broker)

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

National Credit Regulator registration number and date of registration:

Part C: Details of Property and Pawn-Broking Transaction

Description of the property

Date on which property was delivered to the pawnbroker with a copy of the agreement and pawnbroker's receipt appended.

The Applicant's estimate of the value of the property, setting out the basis for the valuation

Attach any document giving evidence of the value of the property.

Date on which pawn-broking agreement terminated

Date on which settlement amount was paid or tendered to the pawnbroker

with the pawnbroker's receipt of payment appended (if applicable).

Part D: Grounds for the Application

I/we submit that the settlement value under the agreement was paid or tendered prior to the date on which the pawn-broking agreement terminated, and that the amount tendered in settlement:

- ? was not accepted by the pawnbroker; or
- ? was accepted by the pawnbroker, but the property was not returned

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B (credit provider/pawn broker)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following are appended to this application:

(*a*) the documents and receipts mentioned in Part C;

(*b*) proof of service in accordance with Tribunal rule 30 for the party named in Part E.

Signed at on

by (name)

(position)

duly authorized to sign on behalf of the Applicant

[Form TI.99 (2) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.114 (1)

Form TI.114 (1)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

(Insert name of credit provider)

Notice of Application to the National Consumer Tribunal to compel production of a statement, in terms of section 114 of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7)

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order to compel the production of a statement.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

Part B: Details of the Respondent (the credit provider required to produce the statement)

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator:

Part C: Details of Statement Required

Describe the type of credit agreement (whether a mortgage loan, revolving loan, instalment agreement, lease, secured loan or pawn transaction, etc.):

State the account no., if any:

State the type of statement required:

? a periodic statement of account

? the current balance of the account

? amounts credited or debited over a specified period

? amounts currently overdue

? amounts currently payable

? the amount required to settle the credit agreement

(1) If a periodic statement is required,

(*a*) is there any provision in the credit agreement dealing with the frequency of statements, and if so what does the agreement say?

(*b*) state the date on which the statement was due to be delivered.

(2) If the statement required is to be delivered in response to a request, state the date on which the statement was requested, attaching a copy of the request or stating the manner in which and the person to whom the request was made:

Part D: Grounds for Application

I/we certify that on the date of this application the statement was due, and that the statement has not been delivered.

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B (credit provider)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to this application:

(*a*) a copy of the credit agreement mentioned in Part C;

(*b*) if available, a copy of the latest periodic statement delivered under the credit agreement;

(*c*) if applicable, a copy of the Applicant's written request for a statement;

(*d*) proof of service in accordance with Tribunal rule 30 for the party named in Part E.

Signed at on

by (name)

(position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.114 (1) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.115 (1)

Form TI.115 (1)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

(Insert name of credit provider)

Notice of Application to the National Consumer Tribunal to resolve a disputed entry to a statement, in terms of section 115 of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part F, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order described in Part D to rectify an entry to a statement.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part F. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

Part B: Details of the Respondent (the credit provider)

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator:

Part C: Details of the ADR Agent to Whom the Matter was Referred

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

Part D: Details of Rectification Order Sought

Describe the type of credit agreement (whether a mortgage loan, revolving loan, instalment agreement, lease, secured loan or pawn transaction, etc.):

State the account no., if any:

Attach copies of the statement(s) containing disputed entries showing and numbering the disputed entries.

In respect of each of the disputed entries, using the numbers as the reference, set out the grounds on which it is disputed:

Attach a copy of the credit provider's written explanation of these entries given in terms of section 111 (2) (*a*) of the Act.

State why the explanation is not accepted

Part E: Applicant's Certification that its Attempt at Alternative Dispute Resolution has Failed

I/we certify that we have tried in good faith to resolve the dispute directly with the credit provider and through alternative dispute resolution, but that these attempts failed. Attach a copy of the ADR agent's completed Form NCR 28.

Part F: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B (credit provider)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
The ADR agent described in part C	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part G: Applicant's Certification Other Documents Appended to the Application

I/we certify that the following documents are appended to this application:

(*a*) copies of the documents mentioned in Part D;

(*b*) a copy of the Form mentioned in Part E;

(*c*) proof of service in accordance with Tribunal rule 30 for the parties named in Part F.

Signed at on

by (name)

(position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.115 (1) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.128 (1)

Form TI.128 (1)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

(Insert name of credit provider)

Notice of Application to the National Consumer Tribunal for a review of a sale of goods, in terms of section 128 (1) of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order against the credit provider in Part B (the Respondent) for the payment of compensation in respect of the sale of goods.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

Part B: Details of the Credit Provider

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

National Credit Regulator registration number and date of registration with the Regulator:

Part C: Grounds for Compensation

I/we claim compensation from the credit provider named in Part B, on the grounds that:

? the credit provider did not sell the goods as soon as reasonably possible; or

? the credit provider did not sell the goods at the best price reasonably obtainable (both may be marked).

If possible, if the claim is based on an unreasonable delay in the sale of goods:

. state the date of the sale of goods

. state the interest and other costs to you resulting from any unreasonable delay in the sale

If the claim is based on an unreasonable price obtained on the sale of goods:

. describe the goods sold

. state the net proceeds of the sale

. state your estimate of the value of the goods, setting out the basis for your vacation

. append any document supporting the valuation of the goods.

(complete either i or ii below)	
i. If goods were surrendered voluntarily:	
State the date on which notice of termination was given in terms of section 127 (1), and append a copy of the notice if possible:	
State the date on which the goods were delivered to the credit provider, with a copy of the receipt if possible:	

Describe any other communications with the credit provider prior to the sale and append copies if possible:	
Attach the credit provider's written estimate of the value of the goods as required in terms of section 127 (2): Attach a copy of the credit provider's written notice given in terms of section 127 (5) (*b*):	
Attach a copy of the credit provider's written notice given in terms of section 127 (5) (*b*):	
Set out details of attempts to resolve the disputed sale with the credit provider and attach copies of correspondence:	
ii. If goods were repossessed in terms of an attachment order:	
State the date of the order and append a copy:	
State the date on which the goods were attached (repossessed) by credit provider, with a copy of the receipt if possible:	
Attach the credit provider's written estimate of the value of the goods as required in terms of section 127 (2) (read with section 131):	
Describe any other communications with the credit provider prior to the sale and append copies if possible:	
Attach a copy of the credit provider's written notice given in terms of section 127 (5) (*b*) (read with section 131):	
Set out details of attempts to resolve the disputed sale with the credit provider and attach copies of correspondence:	

Part D: Details of the ADR Agent to Whom the Matter was Referred and Certification that its Attempt at Alternative Dispute Resolution has Failed - (*Delete* Part D if not applicable)

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

I/we certify that we have tried in good faith to resolve the dispute through alternative dispute resolution, but that these attempts failed.

Attach a copy of the ADR agent's completed Form NCR 28.

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B (credit provider)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
	? delivery to the party's physical address;

The ADR agent described in part D (delete if not applicable)	?	dispatch by registered mail to the party's postal address;
	?	dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow;
	?	dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to this application:

(*a*) copies of the documents mentioned in Part C;

(*b*) copies of the Form mentioned in Part D (delete if not applicable);

(*c*) proof of service in accordance with Tribunal rule 30 for the party(ies) named in Part E.

Signed at on

by (name)

(position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.128 (1) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.138 (1)

Form TI.138 (1)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

Notice of Application to the National Consumer Tribunal for a consent order, in terms of section 138 of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part B, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order that the agreement reached between the parties named in Part A and B of this application be made a consent order of the Tribunal.

Further note that the Respondent(s) described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part B. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

Part B: Details of the parties/other parties to the consensual agreement

This part must be completed in full for each of the other parties to the agreement.

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

If applicable, National Credit Regulator registration number and date of registration with the Regulator:

Part C: Details of Facilitator

If this application is made:

- ? subsequent to an investigation by the Regulator or by the Commission, state name and contact details of the person responsible for the investigation
- ? subsequent to a dispute resolution by an Ombud, consumer court, ADR agent, or debt counsellor state details of the entity and the name and contact details of the person responsible

Part D: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

This part must be completed in full for every person named in Part B.

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to this application:

(*a*) a signed copy of the agreement between the parties, formulated as an order of the Tribunal;

(*b*) proof of service in accordance with Tribunal rule 30 for the part(ies) named in Part B.

(*c*) proof of payment - Form TI.r35.

Signed at

on by (name) (position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.138 (1) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.142 (3) (f)

Form TI.142 (3) (*f*)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

(Insert name of consumer)

Notice of Application to the National Consumer Tribunal to limit obligations in response to consumer requests, in terms of sections 62, 65, 72, 110 or 113 of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7)

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order limiting the Applicant's obligations in respect of the consumer (Respondent) named in Part B of this application.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part B: Details of the Respondent (consumer)

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

Part C: Order Sought from the Tribunal

I/we hereby apply for an order to limit my/our obligations in terms of:

? section 62 (to produce written statement of reasons for declining an application or terminating credit)

? section 65 (to produce replacement copies of credit documentation from a credit provider)

? section 72 (to provide information held or to be reported to a credit bureau and require an investigation into the accuracy of information)

? section 110 (to produce statements of balances)

? section 113 (to produce settlement amounts)

Part D: Grounds for Application

Details of previous request made by the same person

date of request	type of request

For the purpose of an order in terms of section 62, section 65, section 110 and section 113, state reasons why the request is to be considered frivolous or vexatious:

Or

For purpose of an order in terms of section 72, state why the request is to be considered frivolous, unfounded or wholly unreasonable, or why the history or pattern of such requests should be considered frivolous or vexatious:

Append any documentary or other evidence for the allegations made under this Part.

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B (consumer)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following records are appended to this application:

(*a*) the documentation or other evidence mentioned in Part;

(*b*) proof service in accordance with Tribunal Rules 30 for the party named in Part E;

(*c*) proof of payment - Form TI.r35.

Signed at on by (name) (position)

Duly authorised to sign on behalf of the Applicant

[Form TI.142 (3) (*f*) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

PART 6
Appeals and variation orders

(Editorial Note: Numbering as per original *Government Gazette*.)

Form TI.148 (1)

Form TI.148 (1)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the Appeal between:

Appellant

and

Respondent

regarding the matter between:

Applicant

and

Respondent

Notice of Appeal to a full panel of the National Consumer Tribunal, in terms of section 148 (1) of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal rule 26).

Please take note that the Applicant named in Part A hereby appeals to a full panel of the National Consumer Tribunal for an order to set aside its earlier ruling made by a single member of the Tribunal.

Further note that the Respondent described in Part B may deliver an answer to this application and such answer must be delivered within 15 business days of the date of receipt of this notice.

Part A: Details of the Appellant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part B: Details of the Respondent (other party in the proceedings)

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

If applicable, National Credit Regulator registration number and date of registration with the Regulator:

Part C: Details of the ruling appealed against

The matter between the appellant and

(name of other party to the matter) for

(describe the relief or order that had been applied for) was heard on

by

(name the Member responsible for the ruling)

Tribunal Reference Number

Append a copy of the ruling to this application.

Part D: Order sought from the Tribunal and grounds for appeal

The appellant seeks an order in the following terms:

That the earlier ruling of the single member be set aside, and that the following order/ruling be made by the Tribunal instead:

(specify the alternative order or ruling sought)

The appeal is sought on the following grounds:

(note that alternative grounds for the appeal may be set out provided they are based on the same facts).

Part E: Applicant's certification of notice to parties, service of documents and means of service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's certification of other documents appended to the application

I/we certify that the following records are appended to this application:

(*a*) a copy of the ruling appealing against;

(*b*) proof of service in accordance with Tribunal rule 30 for the other parties to the ruling.

Signed at on

by

(name)

(position)

Appellant, or duly authorised to sign on behalf of the Appellant

[Form TI. 148 (1) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.165

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

And

Respondent

Notice of Application to the National Consumer Tribunal to vary or rescind an order, in terms of section 165 of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal rules 6 and 7).

Please take note that the Applicant named in Part A hereby applies to the National Consumer Tribunal to vary or rescind an order made in respect of the matter described in Part C of this application.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part B: Details of the Respondent

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

If applicable, National Credit Regulator registration number and date of registration with the Regulator:

Part C: Details of the ruling to be varied or rescinded.

The order was made in respect of the matter between

for

(describe the relief or order that had been applied for) and was heard on

by

(name the Presiding Member or members of the Panel)

The Tribunal Reference Number for this matter is

Append a copy of the ruling to this application.

Part D: Order sought from the Tribunal and grounds for rescission or variation

I/we, being affected by the decision or order of the Tribunal described in Part C in the following way:

(describe in detail how you are affected by the decision or order)

hereby apply for an order that the order/decision be-

? rescinded

or

? varied in the following way

The rescission/variation is sought on the following grounds:

? order/decision was erroneously sought or granted in my/our absence on the following basis:

(State reasons why the order was erroneously sought and why the Applicant was absent from the hearing or did not oppose the application)

? the order/decision contains an ambiguity, obvious error or omission, being

(describe the ambiguity, error or omission)

? the order/decision was made or granted as a result of a mistake common to all the parties to the proceedings, being

(describe mistake)

If the application is made more than 20 business days after the date on which the applicant became aware of;- the tribunal order which was granted in the absence of the applicant, the ambiguity error or omission, or mistake common to the parties to the proceedings, state reasons why the application should be permitted:

Part E: Applicant's certification of notice to parties, service of documents and means of service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

(This part must be completed in full for all parties named in Part B.)

The Respondent described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's certification of other documents appended to the application

I/we certify that the following documents are appended to this application:

(*a*) a copy of the ruling to be varied or rescinded;

(*b*) proof of service in accordance with Tribunal rule 30 for the party named in Part B.

Signed at on

by

(name)

(position)

Applicant or duly authorized to sign on behalf of the Applicant

[Form TI.165 amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.164 (3) (b)

Form TI.164 (3) (*b*)

Application to the National Consumer Tribunal for a certificate declaring conduct to be prohibited or required in terms of the Act

[*Form TI.164* (*3*) (*b*) *amended by* *GN 428 of 29 June 2011*]

This application must be filed with the Tribunal in accordance with Tribunal Rules.

Date:

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part B: Details of the Loss or Damages

I/we the applicant suffered loss or damages as follows:

. (describe quantum or extent of loss) in the following circumstances

(description the circumstances leading to the loss.)

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the word "description" is intended to be "describe".)

Part C: Details of the Conduct

I/we allege that the loss or damages was caused or partly caused by conduct previously found by the Tribunal to be prohibited conduct, or a dereliction of required conduct.

(Editorial Note: Wording as per original *Government Gazette*.)

Tribunal Reference Number of the matter:

Date of ruling:

Name and details of person responsible for the conduct:

Company registration or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Describe in detail the conduct leading to the loss or damages:

Signed at on

by (name)

(position)

Applicant, or duly authorised to sign on behalf of the Applicant

[Form TI.164 (3) (*b*) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.60 (3) & 101 CPA

Form TI.60 (3) & 101 CPA

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

The National Credit Regulator Respondent

Notice of Application to the National Consumer Tribunal to review notice issued by the National Consumer Commission, in terms of section 60 (3) or 101 of the Consumer Protection Act, 2008

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order described in Part C to review a notice issued by the National Consumer Commission (the Respondent) the grounds set out in Part D of this application.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

Part B: Details of the Respondent (the Commission)

Physical address and postal address, e-mail, telephone and fax numbers of the National Consumer Commission:

Part C: Notice to be Reviewed and Order Sought

Notice of the Commission to be reviewed is-

(1) Date of Notice issued by Commission:
(attach a copy of the Notice)

(2) Section of CPA in terms of which the Notice was issued:

I/we hereby apply for an order against the Respondent as follows:

(Formulate order sought - i.e. reviewing and setting aside, in whole or in part or modifying the notice)

Part D: Grounds for Review

If the application is more than 15 days after the date receipt of the Notice issued in terms of section 100 (1) or more than 20 business days after the notice issued in terms of section 60 (3) state reasons why the application should be permitted:

Attach an affidavit setting out in detail the grounds for the review.

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The National Consumer Commission (the Respondent)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow;

	? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to the application:

(*a*) copy of the Notice issued by Commission as mentioned in Part C;

(*b*) copy of the affidavit mentioned in Part D;

(*c*) proof of service in accordance with Tribunal rule 30 for each of the parties named in Part E.

(*d*) proof of payment - Form TI.r35.

Signed at on

by (name)

(position)

Applicant, or duly authorised to sign on behalf of the Applicant

[Form TI.60 (3) & 101 CPA inserted by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.80 (5) CPA

Form TI.80 (5) CPA

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

The Registrar of Companies Respondent

Respondent

(Insert the person in respect of whose business name the Registrar of Companies made a determination if this is not the Applicant)

Notice of Application to the National Consumer Tribunal to review a decision of the Registrar of Companies relating to the cancellation of a registered business name, in terms of section 80 (5) of the Consumer Protection, 2008

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order described in Part C to review a determination of the Registrar of Companies on the grounds set out in Part D of this application.

Further note that the Respondent(s) described in Part B may oppose the application by serving an answer on the Applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

The Applicant is:

? the person in respect of whose business name the Registrar of Companies made a determination; or

? a third party affected by the decision in the following way:

(provide a detailed description)

Part B: Details of the Respondent(s)

Physical address and postal address, e-mail, telephone and fax numbers of the Registrar of

Companies:

If the Applicant is a third party, provide details of the registered business name holder:
Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

Part C: Notice to be Reviewed and Order Sought

The following action of the Registrar of Companies to be reviewed is:

(describe)

Append to this Form copies of:

1. the Notice issued by the Registrar of Companies in terms of section 80 (4) (*a*);
2. the submissions made to the Registrar of Companies in terms of section 80 (4) (*b*) (i) or (ii);
3. the Notice issued by the Registrar of Companies in terms of section 80 (4) (*b*); and
4. the Registrar of Companies' written reasons for its determination (if available).

I/we hereby apply for an order against the Respondent(s) as follows:

(Formulate order sought - i.e. reviewing and setting aside, in whole or in part or modifying the notice).

Part D: Grounds for Review

If the application is more than 20 days after the date of the decision to be reviewed, state reasons why the application should be permitted:

Attach affidavit and set out in detail the grounds for the review of the determination.

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Registrar of Companies	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
The registered business name holder (delete if not applicable)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to the application:

(*a*) copies of the documents required under Part C;

(*b*) the affidavit mentioned in Part D

(*c*) proof of service in accordance with Tribunal rule 30 for each of the parties named in Part E;

(*d*) Proof of payment - Form TI.r35.

Signed at on
by (name)
(position)

Applicant, or duly authorised to sign on behalf of the Applicant

[Form TI.80 (5) CPA inserted by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.100 (6) CPA

Form TI.100 (6) CPA

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

The National Consumer Commission Applicant

and

Respondent

Notice of Application to the National Consumer Tribunal for imposition of administrative fine, in terms of section 100 (6) of the Consumer Protection Act, 2008

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the National Consumer Commission has commenced proceedings before the National Consumer Tribunal against the Respondent named in Part B to impose an administrative fine in terms of section 100 (6) of the Consumer Protection Act, 68 of 2008.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax numbers of the Commission:

Person responsible for this referral, and position within the Commission:

Company registration or identity number:

Part B: Details of the Respondent

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

Part C: Details of the Compliance Notice

Attach a copy of the notice sent to the Respondent (in terms of section 100 (1)) and provide further details if necessary of the non-compliance addressed by the notice:

List the documents appended as proof of the failures or contraventions:

Part D: Order Sought from the Tribunal

I/we hereby apply for an order imposing and administrative fine on the Respondent in the following amount:

Part E: Applicant's Certification of Notice to Parties, Service of Documents and

Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B	?	delivery to the party's physical address;
	?	dispatch by registered mail to the party's postal address;
	?	dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow;
	?	dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following records are appended to this application:

(*a*) the documents mentioned in Part C;

(*b*) proof of service in accordance with Tribunal rule 30 for the party named in Part B.

Signed at on by

(name) (position)

Applicant, or duly authorized to sign on behalf of the National Consumer Commission

[Form TI.100 (6) CPA inserted by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.102 (3) (b) CPA

Form TI.102 (3) (*b*) CPA

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

The National Consumer Commission Applicant

and

Respondent

Notice of Application to the National Consumer Tribunal to extend the time period to retain books, document or other objects, in terms of section 102 (3) (*b*) of the Consumer Protection Act, 2008

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the National Consumer Commission ("the Commission") has brought an application to extend the time period within which it shall be entitled to retain books, document or other objects ("the Items") in its possession, in terms of section 102 (3) (*b*) of the Consumer Protection Act, 2008.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 10 business days or such shorter period as the Tribunal may notify in writing and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax numbers of the Commission:

Person responsible for this Application, and position within the Commission:

Company Registration or identity number:

Part B: Details of the Respondent

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

Part C: Details of the Summons and the Items

Append a copy of the summons issued in in terms of section 102 (1)

Date on which the Commission took possession of Items:

Date on which two month period contemplated in section 102 (3) (*b*) will expire:

Description of items sought to be retained (list each individually):

Part D: Order sought from the Tribunal and Grounds

I/we hereby apply for an order that the Commission be entitled to retain the Items for a further period of

Set out detailed grounds for the order sought

For the reasons which follow, I/we request that the Tribunal schedules a date for hearing of this application by no later than (insert date by which the application must be heard), and for this purpose/we request that that the Tribunal directs the Respondent to deliver its answering affidavit, if the Respondent chooses to do so, by (insert date)

(Explain why the application must be heard by the date inserted)

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application:

I/we certify that the following records are appended to the application:

(*a*) the documents mentioned in Part C;

(*b*) proof of service in accordance with Tribunal rule 30 for the party named in Part B.

Signed at on by

(name) (position)

Applicant, or duly authorized to sign on behalf of the National Consumer Commission

[Form TI.102 (3) (*b*) CPA inserted by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

PART 2
Matters originating as complaints

[Heading to Part 2 amended by *GN 428 of 29 June 2011*]

Form TI.73 (2) (b) CPA

Refer to the Forms NCR 30 and 32, contained in the National Credit Regulations, 2006.

Form TI.73 (2) (*b*) CPA

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

The National Consumer Commission Applicant

and

Respondent

Notice of Referral of a complaint to the National Consumer Tribunal by the National Consumer Commission, in terms of section 73 (2) (b) of the Consumer Protection Act, 2008 (the CPA)

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7)

Please take note that the National Consumer Commission has referred a complaint against the Respondent set out in Part B in terms of section 73 (2) (*b*) of the Consumer Protection Act 2008 to the National Consumer Tribunal for the order set out in Part D.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the Applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax numbers:

Person responsible for this referral, and position within the Commission:

Part B: Details of the Respondent

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

Part C: Details of the Complaint

The following document(s) to be attached:

- ? a copy of the complaint - Annexure E of the CPA Regulations, with all documents which were submitted with that complaint;
- ? a copy of the Commission's report on its investigation into the matter with all relevant information and conclusions.

Part D: Order Sought from the Tribunal

The National Consumer Commission hereby applies for an order in the following terms:

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
	? delivery to the party's physical address;

The complainant	? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to the application:

(*a*) a copy of the complaint - Annexure E of the CPA Regulations, with all documents which were submitted with that complaint;

(*b*) a copy of the Commission's report on its investigation into the matter with all relevant information and conclusions;

(*c*) proof of service in accordance with Tribunal rule 30 for each of the parties named in Part E.

Signed at on by (name) (position)

Applicant, or duly authorised to sign on behalf of the National Consumer Commission

[Form TI.73 (2) (*b*) CPA inserted by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.73 (3) & 75 (1) (*b*) & (2) CPA

Form TI.73 (3) & 75 (1) (*b*) & (2) CPA

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

Notice of Application for referral of a complaint to the National Consumer Tribunal, with leave of the Tribunal Required, in terms of section 73 (3), 75 (1) (*b*) or section 75 (2) of the Consumer Protection Act, 2008

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the Applicant in Part A has commenced proceedings before the National Consumer Tribunal for an order detailed in Part D that a complaint detailed in Part C be referred directly to the Tribunal in terms of section-

? 73 (3)

? 75 (1) (*b*)

? 75 (2)

(Mark whichever is applicable.)

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

Part B: Details of the Person Against Whom the Complaint was Filed

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

Part C: Details of the Complaint/Referral

The following documents to be attached:

- ? a copy of the complaint - Annexure E of the CPA Regulations, with all documents which were submitted with that complaint;
- ? a copy of the notice of non-referral - Annexure G of the CPA Regulations - if this application is being brought in terms of section 75 (1) (*b*) or section 75 (2) of the CPA;
- ? a copy of the complaint referral to the consumer court - if this application is being brought in terms of section 73 (3) or 75 (2) of the CPA.

If the application is made outside the 20 business day periods as stated in Table 2 of the Tribunal Rules, state reasons why the application should be permitted:

Part D: Order Sought from the Tribunal

I/we hereby apply for an order in the following terms:

1. That leave be granted to refer a complaint directly to the Tribunal.
   (Attach an affidavit setting out grounds for such leave to be granted)
2. In the event that leave is granted as per 1. above, the Applicant will seek the following relief:

   (Set out the orders/relief the Applicant seeks following the hearing of the complaint referral.)

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The National Consumer Commission (service required in all instances)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
The consumer court (service required if this application is being brought in terms of section 73 (3) or 75 (2) of the CPA)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
The person against whom the complaint was filed (Service required if the person bringing this application is not the person against whom the complaint was filed)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
The complainant (Service required if the person bringing this application is not the complainant)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to the application:

(*a*) an affidavit setting out the facts on which the application is based;

(*b*) proof of service in accordance with Tribunal rule 30 for each of the parties named in Part E;

(*c*) the complaint (Annexure E of the CPA Regulations), with all documents which were submitted with that complaint;

(*d*) the notice of non-referral (Annexure G of the CPA Regulations) (delete if not applicable);

(*e*) the complaint referral to the consumer court (delete if not applicable).

Signed at on

by (name)

(position)

Applicant, or duly authorised to sign on behalf of the Applicant

[Form TI.73 (3) & 75 (1) (*b*) & (2) CPA inserted by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

PART 3
Disputes between consumers and credit providers referred to the Tribunal upon failure of ADR

Form TI.137 (3)

Form TI.137 (3)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

(Insert your name)

and

Respondent

(Insert name of credit provider or consumer)

Notice of Application to the National Consumer Tribunal upon failure of alternative dispute resolution between a consumer and credit provider, in terms of section 137 (3) of the National Credit Act, 2005

This Notice must be filed with the Tribunal and served on the parties mentioned in Part F, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order described in Part D in respect of a dispute between a credit provider and a consumer, in terms of section 137 (3) of the National Credit Act, 2005.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part F. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant (credit provider or consumer)

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

If applicable, National Credit Regulator registration number and date of registration with the Regulator:

Part B: Details of the Respondent (credit provider or consumer)

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

If applicable, National Credit Regulator registration number and date of registration with the Regulator:

Part C: Details of the Alternative Dispute Resolution Agent (ADR) Agent to Whom the Matter was Referred

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

Part D: Order Sought from the Tribunal

I/we, in view of,

(state the principal points of dispute as well as any allegation of prohibited conduct) hereby apply for an order that:

(formulate the order sought from the Tribunal).

Part E: Applicant's Certification that its Attempt at Alternative Dispute Resolution has Failed

I/we certify that we have tried in good faith to resolve the dispute directly with the other party and through alternative dispute resolution, but that these attempts have failed. State date of the failure of ADR (as stated on the agent's certificate Form NCR 28)

If this application is brought more than 20 business days after the date stated above, provide reasons why the Tribunal should permit the application:

Part F: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B (credit provider or consumer)	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
The ADR agent described in part C	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
The National Credit Regulator	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part G: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following documents are appended to the application:

(*a*) a copy of the ADR Agent's completed and signed Form NCR 28 together with the documents referred to in that form.

(*b*) proof of service in accordance with Tribunal rule 30 for the parties named in Part F.

Signed at

on by

(position)

Applicant, or duly authorised to sign on behalf of the Applicant

[Form TI.137 (3) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

PART 4
Interim relief in respect of a complaint referral

Form TI.149 (1)

Form TI.149 (1)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

(Insert your name)

and

Respondent

(Insert name of entity or person complained about)

Notice of Application to the National Consumer Tribunal for an interim order or for an order extending an interim order pending the hearing of a complaint referral, in terms of section 149 of the National Credit Act, 2005 or in terms of section 114 of the Consumer Protection Act, 2008

This Notice must be filed with the Tribunal and served on the parties mentioned in Part D, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an interim order as described in Part C for relief pending the hearing of a complaint, in terms of:

? section 149 (1) of the National Credit Act, 2005

? section 114 (1) of the Consumer protection Act, 2008

? section 149 (3) of the National Credit Act, 2005

? section 114 (3) of the Consumer Protection Act, 2008

(mark whichever is applicable)

Further note that Respondent described in Part B may oppose the application by serving an answer within 10 business days or such shorter period as the Tribunal may notify in writing. The Respondent's answer must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

Part B: Details of the Respondent to the Complaint (i.e. the entity or person Complained about)

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part C: Order Sought from the Tribunal and Grounds for Application (complete either 1 or 2 below and delete the other)

1. Application for Interim Order I/we, having initiated a complaint before the National Credit Regulator in terms of the National Credit Act, 2005/having referred a complaint to the Tribunal in terms of the Consumer Protection Act, 2008 (Delete whichever is not applicable), hereby apply for an interim order providing relief in the following terms: (formulate the order sought from the Tribunal). In the event that interim relief is not granted, the following serious, irreparable damage may result to us: or, the purpose of the National Credit Act, 2005/Consumer Protection Act, 2008 may be frustrated in the following way:
2. Application for Extension of Interim Order I/we, having obtained an interim order in the Tribunal on (insert date of interim order), which interim order will expire on (insert date) And the hearing into the complaint proceedings not have been concluded as yet hereby apply for an order extending the interim order to (insert date not exceeding 6 months) The reasons why I/we require an extension of the interim order are as follows: (applicant must show good cause for the requested extension)

For the reasons which follow, I/we request that the Tribunal schedules a date for hearing of this application by no later than (insert date by which the application must be heard), and for this purpose/we request that that the Tribunal directs the Respondent to deliver its answering affidavit, if the Respondent chooses to do so, by (insert date)

(Explain why the application must be heard by the date inserted)

Part D: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
The National Consumer Commission (required if the application is brought in terms of section 114 of the Consumer Protection Act, 2008	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

The National Credit Regulator (required if the Application is brought in terms of section 149 of the National Credit Act, 2005)	?	delivery to the party's physical address;
	?	dispatch by registered mail to the party's postal address;
	?	dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow;
	?	dispatch by fax or e-mail only, (by agreement between the parties)

Part E: Applicant's Certification on Other Documents Appended to the Application

I/we certify that the following records are appended to this application;

(*a*) Interim order of Tribunal (delete if not applicable)

Signed at

on

by (name)

(position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.149 (1) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

PART 5
Procedural Matters

Form TI.r4

Form TI.r4

The National Consumer Tribunal Notice of Motion

[*Form TI.r4 amended by GN 428 of 29 June 2011*]

This application must be filed with the Tribunal and served in accordance with Tribunal Rules on the party mentioned in part D.

Date

To

(the respondent)

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order described in Part C.

Further note that you may oppose the application by serving an answer on the Applicant and on the other party to whom this notice is addressed. Your answer must be within 15 business days of the date of this notice and must comply with the Tribunal Rules.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable.

Part B: Details of the Respondent

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

If applicable, National Credit Regulator registration number and date of registration with the Regulator.

Part C: Order Sought from the Tribunal

I/we hereby apply for an order in the following terms:

Part D: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part E: Applicant's Certification on Other Documents Appended to the Application

I/we certify that the following records are appended to this application:

(*a*) an affidavit setting out the facts on which the application is based.

(*b*) proof of service in accordance with Tribunal rule 30 for the party named in Part B.

Signed at on

by (name)

(position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.r4 amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.r4A CPA

Form TI.r4A CPA

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

Notice of Application to the National Consumer Tribunal for leave to institute proceedings for or on behalf of persons set out in section 4 (1) (*c*), (*d*) or (*e*) of the Consumer Protection Act, 2008

This Notice must be filed with the Tribunal and served on the parties mentioned in Part E, in accordance with Tribunal rule 30 (see also Tribunal rules 6 and 7).

Please take note that the Applicant named in Part A has commenced proceedings before the National Consumer Tribunal for an order described in Part D for leave to institute proceedings described in Part C on behalf of persons referred to in section 4 (1) (*c*) or (*d*) of the Consumer Protection Act, 2008.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part E. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration or identity number:

Part B: Details of the Respondent

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

Part C: Proceedings which Applicant Intends to Institute in Terms of Consumer Protection Act, 2008

The Applicant intends to institute the following proceeding-

(Describe with reference to specific provision of the CPA, and attach copy of a draft application)

Part D: Order Sought from the Tribunal

I/we seek leave to institute the proceedings set out in Part C on behalf of the following persons:

? A person acting as a member of, or in the interest of, a group or class of affected persons

? A person acting in the public interest

(Mark whichever is applicable. More than one may be marked)

I/we attach hereto an affidavit setting out the grounds upon which such relief is sought.

Part E: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
The National Consumer Commission	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part F: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to the application:

(*a*) copy of the draft application referred to in Part C;

(*b*) proof of service in accordance with Tribunal rule 30 for each of the parties named in Part E;

(*c*) affidavit setting out the grounds upon which relief is sought.

Signed at

on by (name)

(position)

Applicant, or duly authorised to sign on behalf of the Applicant

[Form TI.r4A CPA amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.r11

[*Form TI.r11 amended by GN 428 of 29 June 2011*]

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

and

The National Credit Regulator Intervening Party

Notice of intervention by the National Credit Regulator in an application in terms of section 137 (3) pending in the National Consumer Tribunal, in terms of section 137 (4) of the National Credit Act, 2005

This notice must be filed with the Tribunal and served on the parties mentioned in Part D, in accordance with Tribunal rule 30.

Please take note of the intention of the National Credit Regulator (the Regulator) to intervene in the matter described in Part C which is an application in terms of section 137 (3) of the National Credit Act, 2005 pending before the Tribunal (the Principal Matter).

Part A: Details of the Intervening Party

Name, physical and postal address, e-mail, telephone and fax number of the National Credit Regulator:

Persons responsible for this application, and position within the National Credit Regulator:

Part B: Details of the Parties in the Principal Matter

(provide these details for every party to the matter in which the Regulator will intervene).

Name, physical and postal address, e-mail, telephone and fax numbers:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator if applicable:

Part C: Details of the Principal Matter in which the Regulator will Intervene

Tribunal reference number:

The nature of the Regulator's interest in the proceedings and reason for the intervention:

The aspect in respect of which the Regulator will make representations:

Part D: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Applicant in the Principal Matter	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
	? delivery to the party's physical address;

The Respondent in the Principal Matter	? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part E: Applicant's Certification on Other Documents Appended to the Application

I/we certify that the following records are appended to this application:

(*a*) proof of service in accordance with Tribunal rule 30 for each party named in Part D.

Signed at

on by

(name) (position)

Duly authorized to sign on behalf of the National Credit Regulator

[Form TI.r11 amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.r12

Form TI.r12

[*Form TI.r12 amended by GN 428 of 29 June 2011*]

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

Intervening Party

Notice of Application to intervene in a matter before the National Consumer Tribunal, in terms of Tribunal rule 12

This Notice must be filed with the Tribunal and served on the parties mentioned in Part D, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the Intervening Party named in Part A has commenced proceedings before the National Consumer Tribunal for an order to permit the Intervening Party to intervene in the matter described in Part C (the Principal Matter).

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part D. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Intervening Party

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part B: Details of the Parties to the Principal Matter

(Provide these details for every party in the Principal Matter).

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part C: Description of the Matter, and Grounds for Intervention

The Intervening Party hereby applies for an order that the Intervening Party be permitted to intercede in the matter and to the extent described below.

Description of the matter:

Tribunal Reference Number:

The aspect(s) in the Principal Matter in respect of which the Intervening Party wishes to make representations:

The nature of the Intervening Party's interest in the proceedings and reasons why the intervention should be granted:

Part D: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Applicant in the Principal Matter	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
The Respondent in the Principal Matter	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part E: Intervening Party's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to this application:

(*a*) proof of service in accordance with Tribunal rule 30 for the parties named in Part B.

(*b*) Form TI.r35 - proof of payment.

[*Part F, previously Part E, renamed and amended by GN 428 of 29 June 2011*]

Signed at on by

(name) (position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.r12 amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.r15

Form TI.r15

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

Notice of Notice of Application to Amend in terms of rule 15

(Editorial Note: Wording as per original *Government Gazette*.)

This Notice must be filed with the Tribunal and served on the parties mentioned in Part D, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

TAKE NOTICE that the Applicant named in Part A hereby applies for an order authorising the amendment of its (describe document Applicant intends to amend) by effecting the amendments thereto listed in Part C.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of Applicant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part B: Details of all Other Parties to the Proceedings

(Separate details must be completed for each party to the proceeding)

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part C: Details of Amendment

I/we intend amending the above named document in the following manner:

(a copy of the printed form of the amended document may also be attached and marked "proposed amendment")

I/we intend amending the above named documents for the following reasons:

Part D: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent(s) described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part E: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following records are appended to this application:

- a copy of the printed form of the amended document may also be attached and marked "proposed amendment"

  (mark if attached)

Signed at on
by (name)
(position)

Applicant, or duly authorised to sign on behalf of the Applicant

[Form TI.r15 inserted by GNR.203 of 13 March 2015.]

Form TI.144

Form TI.144

National Consumer Tribunal Summons

To

(insert name and address of person(s) being summonsed)

Concerning

(insert the Tribunal case number and the parties to the matter)

Take Note:

In terms of sections 158 and 159 of the National Credit Act-

A person commits an offence if that person, having been summoned, fails without sufficient cause to appear at the time and place specified or to remain in attendance until excused; or attends as required, but, refuses to be sworn in or to make an affirmation; or fails to produce a book, document or other item as ordered, if it is in the possession of, or under the control of, that person.

A person commits an offence if that person, having been sworn in or having made an affirmation fails to answer any question fully and to the best of his or her ability, or gives false evidence, knowing or believing it to be false.

1. A proceeding concerning this matter has been brought before the National Consumer Tribunal.
2. You are required to appear at and give evidence before the National Consumer Tribunal on at o'clock, in the morning/afternoon.
3. You are also required to bring with you:
   (a) the documents or items listed on the attached sheet(s); and
   (b) any other documents or items in your possession or under your control that relate to this matter.
4. You are also required to deliver the aforesaid documents or items to the Registrar of the Tribunal at on or before the (date).

Issued on by the member of the National Consumer Tribunal, in terms of section 144 of the National Credit Act.

Tribunal member Registrar stamp

[Form TI.144 inserted by GNR.203 of 13 March 2015.]

Form TI.r19

Form TI.r19

The National Consumer Tribunal Notice of Withdrawal

[*Form TI.r19 amended by GEN428 of 29 June 2011*]

This notice must be filed with the Tribunal and served on the parties mentioned in Part D, in accordance with the Tribunal Rules.

Date

To

(the respondent and other parties in the matter)

In the matter between

(Applicant)

and

(Respondent)
Tribunal Reference Number:

Please take note that the Applicant hereby-

- ? withdraws the application/referral; or
- ? part of the application/referral, as specified

The Applicant-

- ? consent to pay costs as specified in the attached schedule;
  or
- ? does not consent to pay costs, pending the award of costs by the Tribunal.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part B: Details of the Other Party or Parties to the Matter

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part C: Applicant's Certification of Notice to Parties, service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent(s) described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part D: Applicant's Certification on Other Documents Appended to the Application

I/we certify that the following records are appended to this application:

(*a*) if applicable, a schedule of the costs which the Applicant has consent to pay;

(*b*) proof of service in accordance with Tribunal rule 30 for the party named in Part B.

Signed on at by

(name) (position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.r19 amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.r25 (2)

Form TI.r25 (2)

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

(Insert your name)

and

Respondent

Notice of Application to the National Consumer Tribunal for a default order, in terms of Tribunal rule 25 (2)

This application must be filed in accordance with Tribunal rule 7 (3) (see also Tribunal rule 2 (1)).

Please take note that the Applicant named in Part A hereby applies to the National Consumer Tribunal for a default order described in Part B in terms of Tribunal rule 25 (2).

Part A: Details of the Applicant

Name, physical and postal address, email, telephone and fax numbers:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part B: Order Sought from the Tribunal and Grounds for Application

I/we hereby apply to the Tribunal for a default order in the principal matter as per the draft order attached hereto on the grounds that:

(*a*) The application in the principal matter was served on (state date).

(*b*) The time period within which the party was required to file a response expired on (state date).

(*c*) The party failed to deliver a response within required time period.

Part C: Applicant's Certification of Other Documents Relating to this Application

I/we certify that Below listed documents, which will be considered in this application, have previously been filed at the Tribunal

DATE FILED AT TRIBUNAL	DOCUMENT DESCRIPTION

Signed at

on by

(name) (position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.r25 (2) inserted by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.r30A

Form TI.r30A

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

FILING NOTICE

DOCUMENT:

(*Describe document attached to the filing notice intended to be filed*)

FILED BY:

(*insert full details of party filing the document i.e. full name address and contact details.*)

TO:	The Registrar of the National Consumer Tribunal	Acknowledgement of receipt - personal delivery: (*to be completed by recipient*) Received by: Designation: Date: Time: Signature of recipient: **OR** Certification if document was served or delivered by way of email/fax/registered post- Date sent: Addressed to: Proof of transmission must be attached
AND TO:	(insert full details of the party to whom document was delivered i.e. full name address and contact details - repeat for every additional party)	Acknowledgement of receipt - personal delivery: (*to be completed by recipient*) Received by: Designation: Date: Time: Signature of recipient: **OR** Certification if document was served or delivered by way of email/fax/registered post- Date sent: Addressed to: Proof of transmission/dispatch must be attached

[Form TI.r30A inserted by GNR.203 of 13 March 2015.]

Form TI.r30

Form TI.r30

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

(Insert your name)

and

Respondent

This application must be filed in accordance with Tribunal rule 30.

Please take note that the Applicant named in Part A intends to or has commenced proceedings described in Part B before the National Consumer Tribunal (the Principal Matter) and seeks an order for substituted service of notice of proceedings in the Principal Matter on the party described in Part C.

Part A: Details of the Applicant

Name, physical and postal address, email, telephone and fax numbers:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part B: Details of Principal Matter

I/we intend to/have institute/d the proceedings, being the Principal Matter, in the National Consumer Tribunal as are attached hereto for identification purposes.

Part C: Order Sought from the Tribunal and Grounds for Application

I/we have attempted to serve Notice of proceedings in the Principal Matter on the following person:

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

If applicable, National Credit Regulator registration number and date of registration with the Regulator:

I/we hereby apply to the Tribunal for an order:

(*a*) that non-compliance with rule 30 (service and proof of service of documents) be condoned for the following reasons (describe attempts at serving in the conventional way and state the difficulties experienced):

(*b*) that the means of service or the publication of a notice, in the manner described below, be taken as proper service on the party mentioned above:

Part D: Applicant's Certification of Other Documents Appended to the Application

I/we certify that the following documents are appended to this application.

(*a*) Proof of attempts and failure to serve in a manner required by Rules 30 (1) to (3);

(*b*) Copy of the documents in the Principal matter.

Signed at on by (name) (position)

Applicant, or duly authorised to sign on behalf of the Applicant

[Form TI.r30 inserted by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.r34

Form TI.r34

[*Form TI.r34 amended by GN 428 of 29 June 2011*]

IN THE NATIONAL CONSUMER TRIBUNAL

Tribunal Case no.:

In the matter between:

Applicant

and

Respondent

Notice of Application to the National Consumer Tribunal to condone non-compliance with a rule or procedure, in terms of Tribunal rule 34

This Notice must be filed with the Tribunal and served on the parties mentioned in Part D, in accordance with Tribunal rule 30 (see also Tribunal Rules 6 and 7).

Please take note that the Applicant named in Part A hereby applies for an order described in Part C condoning the Applicant's non-compliance with Tribunal rules.

Further note that the Respondent described in Part B may oppose the application by serving an answer on the applicant and on any other party to whom this notice is addressed in Part D. The Respondent's answer must be delivered in accordance with Tribunal rule 30 within 15 business days of the date of receipt of this notice and must comply with Tribunal rule 13.

Part A: Details of the Applicant (the party bringing this application)

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part B: Details of the Respondent (other party to the principal matter)

Name, physical and postal address, e-mail, telephone and fax number:

Company registration number or identity number:

National Credit Regulator registration number and date of registration with the Regulator, if applicable:

Part C: Order Sought from the Tribunal and Grounds for Application

In the matter of (Insert Tribunal case number)

I/we, hereby by apply to the Tribunal for an order that the following non-compliance:

(describe the non-compliance specifying which rule has not been complied with)

be condoned for the reasons as are set out in the affidavit attached hereto.

Part D: Applicant's Certification of Notice to Parties, Service of Documents and Means of Service

I/we certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form and the documents required in Table 2 of the Tribunal Rules:

The Respondent described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part E: Applicant's Certification of Other Documents Appended to the Application

[*Part D deleted by GN 428 of 29 June 2011*]

I/we certify that the following records are appended to this application:

(*a*) An affidavit stating reasons for late filing and why late filing should be condoned;

(*b*) (describe any documents which the Applicant may choose to attach to this application).

[*Part D, previously Part E, renamed and amended by GN 428 of 29 June 2011*]

Signed at on

by (name)

(position)

Applicant, or duly authorized to sign on behalf of the Applicant

[Form TI.r34 amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Form TI.r35

Form TI.r35

The National Consumer Tribunal Payment Advice

This payment must be filed in accordance with Tribunal rule 35.

Date

In the matter between

(Applicant)

and

(Respondent)

Tribunal Reference Number

The signatory hereby confirms payment of the amount of

(amount in words) payable in respect of

Into the Tribunal's designated bank account, by

- ? cash deposit
- ? electronic funds transfer

on (date of payment)

Payer's reference number as on the payment record

(attach a copy of the payment record)

Signed at on

by (name)

(position)

Payer/on behalf of the Payer

[Form TI.r35 substituted by GNR.203 of 13 March 2015.]

PART 7
Distribution orders

Form TI.127 (6)

Form TI.127 (6)

Notice of a remittance to the National Consumer Tribunal of the proceeds from sale of goods and an application for the distribution of proceeds

This application must be filed with the Tribunal and served on the parties mentioned in Part B, in accordance with Tribunal Rules.

Please take note that the Applicant named in Part A has remitted the balance of the proceeds derived from a sale of goods described in Part C to the National Consumer Tribunal with an application for an equitable distribution of those proceeds to other credit providers having registered credit agreements against the consumer named in Part B, in respect of the same goods.

Further note that you may oppose or become party to the application by serving an answer on the Applicant and on the other parties to whom this notice is addressed, within 15 business days of the date of this notice. Your answer must comply with the Tribunal Rules.

Part A: Details of the Applicant

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

National Credit Regulator registration number:

Date of registration with the Regulator:

Part B: Details of Other Parties having an Interest in the Proceeds

This part must be completed in full for the consumer in respect of whom the goods were sold and for every other credit provider with a registered credit agreement in respect of the same goods.

Name, physical and postal address, e-mail, telephone and fax number:

Company registration or identity number:

Part C: Description of Goods and Proceeds

An amount of (the amount in words) was deposited to the

Tribunal's designated account on being the proceeds from the sale of the following asset:

(give detailed description, including and registration or other unique number) in settlement of an instalment agreement, secured loan or lease owing by the consumer.

(Attach a statement setting forth the proceeds of the sale and the amounts deducted and showing clearly how the balance constituting the deposit was derived.)

Part D: Applicant's Certification of Notice to Parties, Service of Document and Means of Service

This part must be completed in full for every person named in Part B.

We certify that the following parties have been notified of this application by service in the manner indicated below, of a copy of this Form:

The consumer described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)
The credit provider described in Part B	? delivery to the party's physical address; ? dispatch by registered mail to the party's postal address; ? dispatch by fax or e-mail, with delivery to a physical address or by registered mail to follow; ? dispatch by fax or e-mail only, (by agreement between the parties)

Part E: Applicant's Certification on Other Documents Appended to the Application

I/we certify that the following documents are appended to this application:

(*a*) the statement mentioned in Part C;

(*b*) proof of service in accordance with the Tribunal Rules on the parties set out in Part B.

Signed at on

By (name) (position)

Duly authorised to sign on behalf of Applicant

[Form TI.127 (6) amended by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

PART 8
Notice issued by the Tribunal in terms of Section 164 (3) (*b*)

Form TI.164 (3)

Form TI.164 (3)

The National Consumer Tribunal Certificate issued in terms of section 164 (3) (*b*) of the National Credit Act (Act 34 of 2005) or certificate issued in terms of section 115 (2) (*b*) of the Consumer Protection Act (68 of 2008)

[*Form TO.164* (*3*) *substituted by GN 428 of 29 June 2011*]

(Editorial Note: Wording as per original *Government Gazette*. It is suggested that Form "*TO.164* (*3*)" is intended to be "*TI.164* (*3*)".)

Date:

To: The Registrar or Clerk of the Court

In the matter

Between

(the claimant)

And

(the respondent)

The National Consumer Tribunal, having considered evidence relating to conduct regulated by the National Credit Act ("the Act") or the Consumer Protection Act ("CPA"), has, with respect to the conduct described below, namely:

(*a*) found the conduct to be prohibited conduct in terms of section of the Act/Regulations/CPA/Regulations; or

(*b*) found the conduct to amount to a failure to perform according to the requirements of section of the Act, Regulations/CPA/Regulations

The finding is based in the following grounds:

Tribunal Reference Number:

Date of finding by Tribunal:

Signed at on

Chairperson, or duly authorised to sign on behalf of the Chairperson

[Form TI.164 (3), previously Form TO.164 (3), substituted by GN 428 of 29 June 2011 and by GNR.203 of 13 March 2015.]

Table 1 A	
[*Table 1 A, previously Table 1, renumbered and amended by GN 428 of 29 June 2011*]	
Section of the Act	**Type of Application**
55 (6)	Application by the Regulator to enforce compliance with a notice issued in terms of section 55 (1)
56 (1)	Application to set aside a notice issued by the Regulator in terms of section54 (1) or section 55 (1)
57 (1)	Application by the Regulator to cancel the registration of a registrant under the Act
59 (1)	Application to review a decision of the Regulator under chapter 3 of the Act
62 (3)	Application to limit a credit provider's obligation to provide reasons for a refusal of credit (refer to section 142 (3) (*f*) application)
63 (5)	Application to review decision regarding the languages used in credit documentation
65 (5)	Application to limit a credit provider's obligation to deliver documents (refer to section 142 (3) (*f*) application)
71 (3)	Application by a consumer to produce a clearance certificate
72 (6)	Application to limit an obligation to produce information (refer to section 142 (3) (*f*) application)

99 (2)	Application by a consumer for compensation from a pawnbroker in lieu of property
110 (5)	Application to limit a credit provider's obligation to produce statements of amounts owing (refer to section 142 (3) (*f*) application)
113 (4)	Application to limit a credit provider's obligation to produce settlement amounts (refer to section 142 (3) (*f*) application)
114 (1)	Application by a consumer upon failure to produce a statement
115 (1)	Application by consumer to resolve a disputed entry to a statement
127 (6)	Notice of a remittance to the National Consumer Tribunal of the proceeds from sale of goods and an application for the distribution of proceeds
128 (1)	Application by a consumer for review of sale of goods
137 (3)	Notice of Application to the National Consumer Tribunal upon failure of alternative dispute resolution between a consumer and credit provider, in terms of section 137 (3) of the National Credit Act, 2005
138 (1)	Notice of application to the National Consumer Tribunal for a consent order, in terms of section 138 of the National Credit Act, 2005
141 (1) (*b*)	Referral to the Tribunal by a complainant who submitted a complaint to the Regulator in terms of section 136, with application for leave to refer
142 (3) (*f*)	Application to limit obligations in respect of frivolous, vexatious or unreasonable request of sections 62, 65, 72, 110 or 113
148	Notice of Appeal to a full panel of the National Consumer Tribunal, in terms of section 148 (1) of the National Credit Act, 2005
149	Notice of Application to the National Consumer Tribunal for an interim order or for an order extending an interim order pending the hearing of a complaint referral, in terms of section 149 of the National Credit Act, 2005 or in terms of section 114 of the Consumer Protection Act, 2008
164 (3) (*b*)	Application to the National Consumer Tribunal for a certificate declaring conduct to be prohibited or required in terms of the Act
165	Notice of Application to the National Consumer Tribunal to vary or rescind an order, in terms of section 165 of the National Credit Act, 2005

[Table 1 A, previously Table 1, renumbered by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Table 1B	
[*Table 1 B added by GN 428 of 29 June 2011*]	
Section of the CPA	**Type of Application**
60 (3)	Application by producer or importer to review A Notice issued by Commission in terms of section 60 (2)
70 (3)	Application for consent order after resolution of dispute by ADR agent
73 (3)	Application for referral to the Tribunal by any party to a referral by the Commission in terms of section 73 (2) (*a*) of the CPA, with application for leave that mater be referred to the Tribunal
73 (2) (*b*)	Referral of complaint by Commission
74 (1)	Application for consent order
75 (1) (*b*)	Referral to the Tribunal by a complainant who submitted a complaint to the Commission in terms of section 71 (1) of the CPA, with application for leave to refer
75 (2)	Application to the Tribunal by a Respondent when matter has been referred to a Consumer Court by Commission in terms of section 75 (1) (*a*), with application for leave to refer
80 (5)	Application to review the determination of the Registrar made in terms of section 80 (4) of the CPA (Subject to commencement of section 80 of the CPA)
100 (6)	Application by the Commission for imposition of administrative fine for failure to comply with compliance notice issued in terms of section 100 (1)
101 (1)	Application to review issuing of notice in terms of section 100 of the CPA
102 (3) (*b*)	Application by commission for extension of the time to retain books, document of objects

106 (1)	Claim of confidentiality of information submitted and determinations of such claims in terms of sections 106 (3) of the CPA
114 (1)	Application for interim relief

[Table 1<EL> B inserted by GN 428 of 29 June 2011 and substituted by GNR.203 of 13 March 2015.]

Table 2								
Part 1A: Applications directly to the Tribunal								
Row No.	***Column a***	***Column b***	***Column c***	***Column d***	***Column e***	***Column f***	***Column g***	***Column h***
	Application type	**Description**	**Limitation on time for submission**	**Forms to be used**	**Other documentation to be included in application**	**Application fee**	**Parties to be notified**	**Documents to be served**
1.	Section 55 (6) (*b*)	Application by the Regulator on failure to comply with compliance notice issued in terms of s. 55 (1)	The application must be served before receipt of an application in terms of s. 56 to set aside the notice	Forms TI.55 (6)	(1) Copy of the notice issued in terms of s. 55 (1) (Form NCR 13) (2) Copies of documents or records in evidence of the failure or non-compliance (3) Form TI.r30A	n/a	(1) The person to whom the compliance notice was issued. (2) If the person to whom the compliance notice was issued is a regulated financial institution, the financial regulator	On both parties mentioned in *column g*, Form TI.55 (6) and the documents described in *column e*
2.	Section 56 (1)	Application to modify or set aside a notice issued by the Regulator in terms of s. 54 (1) or s. 55 (1)	The application must be filed within 15 business days of receiving the notice, or later if the Tribunal permits	Form NCR 14	(1) A copy of the notice issued by the Regulator (Form NCR 12 or 13) (2) An affidavit setting out the grounds for the objection and the order sought from the tribunal (3) Form TI.r30A (4) Proof of payment utilising Form TI.r35	Five hundred rand (R500.00)	The Regulator	On the Regulator, a copy of From NCR 14; and documents described in (2) and (3) of *column e*
(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "copy of From NCR 14" is intended to be "copy of Form NCR 14".)								
3.	Section 57 (1)	Application by the Regulator to cancel the registration of a registrant	n/a	Form TI.57 (1)	(1) Documents in support of the allegation of failure or contravention (2) A copy of the registration certificate and any conditions attached at the time of registration, and any subsequent conditions or revisions of conditions (3) If the application relates to a regulated financial institution, a	n/a	(1) The registrant (2) If the registrant is a regulated financial institution, the financial regulator	(3) On the registrant, a copy of Form TI.57 (1) and the all of the documents under *column e* (4) On a financial regulator that has given its consent for the purposes of s. 57 (2) (*c*), copies of

					copy of the consent given by the financial regulator in terms of s. 57 (2) (*c*) (4) Form TI.r30A			Form TI.57 (1) and item (4) of *column e* only
(Editorial Note: Numbering as per original *Government Gazette*.)								
4.	Section 59 (1)	Application to review a decision of the Regulator under Chapter 3 of the Act	The application must be filed within 20 Business days of the Regulator's decision, or later if the Tribunal permits	Form TI.59 (1)	If the decision was in response to an application to the regulator, then a copy of the relevant From NCR by which the application was made, together with all documents submitted in support of the application A copy of the written record of the decision of the Regulator which is to be reviewed Proof of payment utilising Form TI.r35 Form TI.r30A	Five hundred rand (R500.00)	(1) The Regulator (2) If the applicant for review is someone other than the registrant in respect of the Regulator's decision, then also the registrant or aspirant registrant	On all parties mentioned in *column g*, copies of Form TI.59 (1) and (4) of *column e*
(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "relevant From NCR" is intended to be "relevant Form NCR".)								
5.	Section 62 (3)	Application to limit a credit providers obligation to provide reasons for refusal of credit	n/a	Form TI.142 (3) (*f*)	(1) If available, records or documents to show that requests are frivolous vexatious or wholly unreasonable (2) Proof of payment utilising Form TI.r35 (3) Form TI.r30A	Two hundred rand (R200.00)	The consumer	On the, consumer, a copy of Form TI.142 (3) (*f*) and item (3) of *column e*
6.	Section 63 (5)	Application to review the rejection of a language proposal	The application must be filed within 20 business days of receipt of the Regulator's notification of rejection of the proposal, or later if the Tribunal permits	Form TI.63 (5)	A copy of the proposal that was rejected A copy of the Regulator's notification of rejection of the proposal Proof of payment utilising Form TI.r35 Form TI.r30A	Five hundred rand (R500.00)	The Regulator	On the Regulator, a copy of From TI.63 (5) and item (4) of *column e*
(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "of From TI.63 (5)" is intended to be "of Form TI.63 (5)".)								
					(1) If available, records or document to show that			

7.	Section 65 (5)	Application to limit a credit provider's obligation to deliver document	n/a	Form TI.142 (3) (*f*)	requests are frivolous vexatious or wholly unreasonable (2) Proof of payment utilising Form TI.r35 (3) Form TI.r30A	Two hundred rand (R200.00)	The consumer	On the, consumer, a copy of Form TI.142 (3) (*f*) and item (3) of *column e*
8.	Section 71 (3)	Application by a consumer to review a decision to not to issue or a failure to issue a clearance certificate	n/a	Form TI.71 (3)	(1) A copy of the agreement or Magistrate's Court order whereby the debt was rearranged (2) A copy of the application to the debt counsellor (including any receipt of other documents to prove obligation arising from the agreement) (3) If available, the debt counsellor's reasons in writing for deciding not to issue the clearance certificate (4) Proof that the consumer has settled all obligations except for mortgage agreement or other long term debt and can demonstrate the financial ability to satisfy these remaining obligations (5) Form TI.r30A	n/a	The debt counsellor from whom the certificate is to be obtained	On the debt counsellor Form TI.71 (3) and item (4) of *column e*
(Editorial Note: Wording as per original *Government Gazette*. It is suggested that the phrase "to not to issue" is intended to be "not to issue".)								
9.	Section 72 (6)	Application to limit an obligation to produce information	n/a	Form TI.142 (3) (*f*)	(1) If available, records or document to show that requests are frivolous vexatious or wholly unreasonable (2) Proof of payment utilising Form TI.r35 (3) Form TI.r30A	Two hundred rand (R200.00)	The consumer	On the, consumer, a copy of Form TI.142 (3) (*f*) and item (3) of *column e*
			Within 20 business days of		(1) Pawnbroker's agreement and receipt of goods			

10.	Section 99 (2)	Application for compensation from a pawnbroker in lieu of property	paying the settlement value under the agreement or within such longer period permitted by the Tribunal	Form TI.99 (2)	(2) If applicable, documents in evidence of the value of the property (3) If applicable, the pawnbroker's receipt of the settlement value (4) Form TI.r30A	n/a	The pawnbroker	On the pawnbroker, a copy of Form TI.99 (2) and item (4) of *column e*
11.	Section 110 (5)	Application to limit a credit provider's obligation to produce statements of amounts owing	n/a	Form TI.142 (3) (*f*)	(3) If available, records or documents to show that requests are frivolous vexatious or wholly unreasonable (4) Proof of payment utilising Form TI.r35 (3) Form TI.r30A	Two hundred rand (R200.00)	The consumer	On the, consumer, a copy of Form TI.142 (3) (*f*) and item (3) of *column e*
(Editorial Note: Numbering as per original *Government Gazette*.)								
12.	Section 113 (4)	Application to limit a credit provider's obligation to produce settlement amounts	n/a	Form TI.142 (3) (*f*)	(5) If available, records or documents to show that requests are frivolous vexatious or wholly unreasonable (6) Proof of payment utilising Form TI.r35 (3) Form TI.r30A	Two hundred rand (R200.00)	The consumer	On the, consumer, a copy of Form TI.142 (3) (*f*) and item (3) of *column e*
(Editorial Note: Numbering as per original *Government Gazette*.)								
13.	Section 114 (1)	Application by a consumer to compel the production of a statement	n/a	Form TI.114 (1)	(1) A copy of the credit agreement (2) If available, a copy of the most recent statement (3) If applicable, a copy of the applicant's written request for a statement (4) Form TI.r30A	n/a	The credit provider	On the credit provider, a copy of Form TI.114 (1) and item (4) of *column e*
14.	Section 115 (1)	Application to resolve a disputed entry to a statement	Within 15 business days of the issuing of a Form NCR 28 (issuing by an ADR agent upon failure of dispute resolution)	Form TI.115 (1)	(1) the Form NCR 28 issued by the ADR agent (2) A copy of the statement containing disputed entries (3) A copy of credit provider's written notice under s. 111 (2) (*a*) (4) Form TI.r30A	n/a	(1) The credit provider (2) The ADR agent that issued the Form NCR 28	On the credit provider and the ADR agent, a copy of form TI.115 (1) and item (4) of *column e*
					(1) A copy of the credit			

					provider's written notice of the estimated value of the goods, as required by s. 127 (2) or the attachment order mentioned in s. 131 (2) If applicable, a copy of the notice given under s. 127 (1) (3) If applicable, the credit provider's receipt of goods delivered in terms of s. 127 (1) (*b*) (ii) (4) If applicable, any correspondence with the credit provider regarding the sale of goods (5) If applicable, any document supporting the applicant's valuation of the goods (6) If available, a copy of the credit provider's written notice mentioned in s. 127 (5) (*b*) (7) If applicable, a copy of the Form NCR 28 issued by the ADR agent (8) Form TI.r30A			
15.	Section 128 (1)	Application for review of a sale of goods	n/a	Form TI.128 (1)		n/a	(1) The credit provider (2) If applicable, the ADR agent that issued the Form NCR 28	(1) On the credit provider, a copy of Form TI.128 (1) and items (5) and (8) of *column e* (2) On the ADR agent (if applicable), a copy of Form TI.128 (1) and item (8) of *column e*
16.	Section 138 (1)	Application for a consent order	n/a	Form TI.138 (1)	(1) A signed copy of the agreement reached between the parties, formulated as an order of the Tribunal (2) Proof of payment utilising Form TI.r35 (if applicable) (3) Form TI.r30A	(1) If application is brought in terms of s. 138 (1) (*a*) and/or s. 86 (8) (*a*): Two hundred rand (R200.00) (2) If Application is brought in terms of s. 138 (1) (*b*): no fee	The parties to the consent agreement	To all parties, a copy of Form TI.138 (1) and item (1) and (3) in *column e*
		Application			(1) If available, records or documents to show that			

17.	Section 142 (3) (*f*)	to limit obligations in respect of frivolous, vexatious or unreasonable requests	n/a	Form TI.142 (3) (*f*)	requests are frivolous vexatious or wholly unreasonable (2) Proof of payment utilising Form TI.r35 (3) Form TI.r30A	Two hundred rand (R200.00)	The consumer	On the, consumer, a copy of Form TI.142 (3) (*f*) and item (3) of *column e*
Part 1B: Applications directly to the Tribunal in terms of the CPA								
18.	Section 60 (3) of the CPA	Application by producer or importer to modify or set aside notice issued by Commission in terms of s. 60 (2)	20 business days from date of notice issued by commission	TI.60 (3) & 101 CPA	(1) Copy of Notice issued by the Commission (2) An affidavit setting out the grounds for the objection and the order sought from the Tribunal (3) Proof of payment utilising Form TI.r35 (4) Form TI.r30A	Five hundred rand (R500.00)	The Commission	On the Commission, a copy of Form TI.60 (3) & 101 CPA and items (2) and (4) in *column e*
19.	Section 80 (5) of the CPA (applicable when section 80 of the CPA commences on a date to be determined by the Minister)	Application to review determination of Registrar of Companies in terms of s. 80 (4) of the CPA relating to cancellation of registered business name	n/a	Form TI.80 (5) CPA	(1) A copy of the Notice issued in terms of s. 80 (4) (*a*) of the CPA, if available (2) A copy of the submissions made to the Registrar of Companies in terms of s. 80 (4) (*b*) (i) or (ii) of the CPA, if available (3) A copy of the Notice issued in terms of s. 80 (4) (*b*) of the CPA, with the Registrar of Companies' reasons if available (4) An affidavit setting out the grounds for the review and the order sought from the Tribunal (5) Proof of payment utilising Form TI.r35 (6) Form TI.r30A	Five hundred rand (R500.00)	(1) The Registrar of Companies (2) If the applicant for review is someone other than the person to whom the business name is registered, then also to the person to whom the business name is registered	On the Registrar of Companies, and the person to whom the business name is registered (if applicable), a copy of Form TI.80 (5) CPA and items (4) and (6) of *column e*
		Application			(1) A copy of the Notice issued			

20.	Section 100 (6) (*a*) of the CPA	by the Commission to impose an administrative fine for failure to comply with Notice issued in terms of s. 100 (1) of the CPA	The application must be filed before receipt of an application in terms of s. 101 (1) to set aside the Notice	Form TI.100 (6) CPA	in terms of s. 100 (1) of the CPA (2) Copies of documents or records in evidence of the prohibited conduct and of the failure or non-compliance (3) Form TI.r30A	n/a	The person to whom the compliance notice was issued	The person to whom the compliance notice was issued, Form TI.100 (6) CPA and all of the documents describe d in *column e*
21.	Section 101 (1) of the CPA	Application to review notice issued by the Commission in terms of s. 100 (1) of the CPA	The application must be filed within 15 (fifteen) business days of receiving the notice, or later if the Tribunal permits	T1.60 (3) & 101 CPA	(1) A copy of the notice issued by the Commission in terms of s. 100 (1) of the CPA (2) An affidavit setting out the grounds for the review and the order sought from the Tribunal (3) Proof of payment utilising Form TI.r35 (4) Form TI.r30A	Five hundred rand (R500.00)	The Commission	On the Commission, a copy of Form TI.60 (3) & 101 CPA and items (2) and (4) in *column e*
22.	Section 70 (3) (*b*) of the CPA	Application for a consent order after dispute resolved by alternative dispute resolution agent	n/a	Form TI.138 (1)	(1) A signed copy of the agreement reached between the parties to the dispute resolution, formulated as an order of the Tribunal (2) Proof of payment utilising Form TI.r35 (3) Form TI.r30A	Two hundred rand (R200.00)	The parties to the consent agreement	To all parties, a copy of Form TI.138 (1) and item (1) and (3) in *column e*
23.	Section 102 (3) (*b*) of the CPA	Application by Commission for extension of time to retain book, document or other object for examination	Ten business days before expiration of the 2 month period contemplated in s. 102 (3) (*b*)	Form TI.102 (3) (*b*) CPA	(1) A copy of the summons issued in terms of s. 102 (1) of the CPA (2) A list of the Items sought to be retained (3) an affidavit setting out the grounds upon which the extension of time is sought (4) Form TI.r30A	n/a	The person to whom the summons in terms of s. 102 (1) of the CPA was issued and from whom the items were obtained	On the person to set out in *column g*, a copy of Form TI.102 (3) (*b*) CPA and all the documents described in *column e*
Part 2A: Complaint referrals (matters originating as complaints to the Regulator)								
					(1) A copy of the complainant's form NCR 29;			

24.	Section 137 (1) (*a*)	Application by the Regulator to resolve a dispute over information held by a credit bureau	n/a	Form NCR 30	(2) A copy of any evidence produced by the credit bureau in terms of s. 72 (3) (*a*); and (3) The Regulator's report on its investigation into the matter with all relevant information and conclusions (4) Form TI.r30A	n/a	(1) The complainant (person to whom the disputed information relates) (2) The credit bureau	(1) On the complainant, a copy of Form NCR 30 only (2) On the credit bureau, copies of form 30, Form NCR 29, and items (1), (3) and (4) in *column e*
25.	Section 137 (1) (*b*)	Application by the Regulator compelling the production of a statement of account or the review of a statement	Within 15 business days of the consumer lodging the complaint with the Regulator (being, the receipt of Form NCR 29)	Form NCR 30	(1) The consumer's form NCR 29 (2) The Regulator's report on its investigation into the matter with all relevant information and conclusions (3) If the application is to compel the delivery of a statement, Form TI.114 (1) completed by the Regulator together with the other documents mentioned in that Form; or (4) If the application is to review entries to a statement, Form TI.115 (1) completed by the Regulator together with the other document mentioned in that Form (5) Form TI.r30A	n/a	(1) The complainant (person to whom the statement is owing) (2) The credit provider	(1) On the complaint, a copy of Forms NCR 30 and TI. 114 (1) or 115 (1) and Form TI.r30A (2) On the credit provider, copies of Form NCR 30, documents (1), (2) and (4) from the list in *column e* and Form TI.114 (1) or TI.115 (1)
					The complainant's completed Form NCR 29 The Regulator's report on its investigation into the matter with all relevant information and conclusions			(3) On the complainant, a copy of Form NCR 30

26.	Section 137 (1) (*c*)	Application by the Regulator to review a sale of goods or the distribution of the proceeds of a sale	n/a	Form NCR 30	If the application is to review a sale of goods, Form TI.128 (1) completed by the Regulator with the other documents mentioned in that Form If the application is to review the distribution of proceeds, Form TI.127 (6) completed by the Regulator with the other documents mentioned in that Form Form TI.r30A	n/a	(1) The complainant (2) The Credit Provider	(4) On the credit provider, copies of Form NCR 30, documents (1), and (5) from the list in *column e* and if applicable, documents listed in (3) and (4) in *column e*
(Editorial Note: Numbering as per original *Government Gazette*.)								
27.	Section 137 (1) (*d*)	Referral by the Regulator of a complaint and application for leave to bring compliant directly before the Tribunal (matters referred before the conclusion of an investigation)	n/a	Form NCR 30	(1) The complainant's completed Form NCR 29 with all the documents that were included in the complaint initiation (2) An affidavit setting out the order sought from the Tribunal, the parties that will be affected by the order, findings of any preliminary investigation into the complaint, the reasons why the Regulator is unable or unwilling to investigate the matter, whether the complainant consents to the matter being brought before the Tribunal; and reasons why leave should be granted. (3) Form TI.r30A	n/a	(1) The complainant (2) The parties that will be affected by the order sought in the complaint referral	To the all of the parties in *column g* a copy of Form NCR 30, and items (2) and (3) mentioned in *column e*
		Complaint referral by the Regulator			(1) The complainant's completed Form NCR 29 with all the documents that were included in the complaint		(1) The complainant (2) The entity or person complained	(1) To the complainant, a copy of Form NCR 32 And item (3) of *column e*

28.	Section 140 (1)	at the conclusion of an investigation into a s. 136 complaint	n/a	Form NCR 32	initiation (2) The Regulator's report on its investigation into the matter with all relevant information and conclusions (3) Form TI.r30A	n/a	about and all other parties that will be affected by the order or relief sought in terms of Form NCR 32	(2) To all the other parties, copies of Form NCR 32, and all the documents listed in *column e*
29.	Section 141 (*b*)	Referral by a complainant following the Regulator's non-referral of a s. 136 complaint, with application for leave to refer	Within 20 business days of the date of the notice of non-referral, or within a longer time permitted by the Tribunal	Form NCR 32	(1) The complainant's completed Form NCR 29 with all the documents that were included in the complaint initiation (2) The Regulator's notice of non-referral (Form NCR 31) (3) Form TI.r30A	n/a	(1) The Regulator (2) the entity or person complained about (As described in Form NCR 32)	(1) To the Regulator, a copy of Form NCR 32 and Form TI.r30A (2) To the person complained about, copies of Form NCR 32; Form NCR 31, Form NCR 29 and Form TI.r30A
Part 2B: Complaint referrals (matters originating as complaints to the Commission) in terms of the CPA								
30.	Section 73 (2) (*b*) of the CPA	Referral of complaint by Commission after conclusion of investigation	Within 3 years as set out in section 116 of the CPA	Form TI.73 (2) (*b*) CPA	(1) The completed form TI.73 (2) (*b*) CPA (2) The complainant's completed complaint (Annexure E of the CPA Regulations) with all the documents that were included in the complaint initiation (3) The Commission's report on its investigation into the matter with all relevant information and conclusions (4) Form TI.r30A	n/a	(1) The complainant (2) The entity or person complained about and all other parties that will be affected by the order or relief sought in terms of Form TI.73 (2) (*b*)	(1) To the complainant, a copy of Form TI.73 (2) (*b*) CPA and Form TI.r30A (2) To the entity or person complained about and all other parties, copies of Form TI.73 (2) (*b*) and all the documents listed in *column e*
					(1) The complainant's			

31.	Section 73 (3) of the CPA	Application by any party to a referral by Commission of matter to consumer court for order that matter be referred to the Tribunal	Within 20 business days of matter being referred to Consumer Court or within longer time permitted by the Tribunal	Form TI.73 (3) & 75 (1) (*b*) & (2) CPA	completed complaint (Annexure E of the CPA Regulations) with all the documents that were included in the complaint initiation (2) The Commission's referral to the Consumer Court with all documents attached to that referral (3) affidavit setting out grounds for leave to refer directly to the Tribunal (4) Form TI.r30A	n/a	(1) The Commission (2) The Consumer Court (3) All other parties that will be affected by the order or relief sought in terms of Form TI.73 (3) & 75 (1) (*b*) & (2) CPA	(1) To the Commission and the Consumer Court, copies of Form TI.73 (3) & 75 (1) (*b*) & (2) CPA and Form TI.r30A (2) All other parties copies of Form TI.73 (3) & 75 (1) (*b*) & (2) CPA and all documents listed in *column e*
32.	Section 75 (1) (*b*) of the CPA	Referral by complainant following the Commission's non-referral of a complaint other than on grounds contemplated in s. 116 of the CPA, with application for leave to refer	Within twenty business days of the date of the Notice of Non-Referral, or within a longer time permitted by the Tribunal	Form TI.73 (3) & 75 (1) (*b*) & (2) CPA	(1) The complainant's completed complaint (Annexure E of the CPA Regulations) with all the documents that were included in the complaint initiation (2) The Commission's Notice of Non-Referral (Annexure G of the CPA Regulations) (3) Affidavit setting out grounds for leave to refer directly to the Tribunal (4) Form TI.r30A	n/a	(1) The Commission (2) The entity or person complained about and all parties that will be affected by the order or relief sought in terms of Form TI.73 (3) & 75 (1) (*b*) & (2) CPA	(1) To the Commission, copies of Form TI.73 (3) & 75 (1) (*b*) & (2) CPA (2) To the entity or person complained about and all other parties, copies of Form TI.73 (3) & 75 (1) (*b*) & (2), CPA and all documents listed in *column e*
33.	Section 75 (2) of the CPA	Application by Respondent for referral to the Tribunal in circumstances where the Commission has issued a Notice of Non-Referral and the complainant has referred the matter directly to the Consumer Court, with application for leave to refer	Within 20 business days of the date of the complainant's referral to the Consumer Court in terms of s. 75 (1) (*a*) of the CPA	Form TI.73 (3) & 75 (1) (*b*) & (2) CPA	(1) The complainant's referral to the consumer court, with all documents attached to that referral (2) The Commission's Notice of Non-Referral (3) Affidavit setting out grounds for leave to refer directly to the Tribunal (4) Form TI.r30A	n/a	(1) The Commission (2) The consumer court (3) The complainant and all parties that will be affected by the order or relief sought in terms of Form TI.73 (3) & 75 (1) (*b*) & (2) CPA	(1) To the Commission and the Consumer Court, copies of Form TI.73 (3) & 75 (1) (*b*) & (2) CPA (2) To the complainant and all other parties, copies of Form TI.73 (3) & 75 (1) (*b*) & (2) CPA and all documents listed in *column e*

Part 3: Disputes between consumers and credit providers referred after failure of ADR								
34.	Section 137 (3)	Application upon failure of alternative dispute resolution between consumer and credit provider	Within 20 business days from the date of a certification in the form of NCR 28 that the dispute resolution has failed, or within a longer time if the Tribunal permits	Form TI.137 (3)	(1) A copy of Form NCR 28 certifying the failure of dispute resolution between the parties, together with all documents mentioned in that Form (2) Form TI.r30A	n/a	(1) The other party to the failed dispute resolution (credit provider or consumer) (2) The Regulator (3) The ADR agent that completed the Form NCR 28	(1) To both parties mentioned in (2) and (3) in *column g* copies of Forms TI.137 (3) and NCR 28 (without the other documents mentioned in that form) (2) To the party mentioned in (1) in *column g*, copies of Form TI.137 (3) and all documents listed in *column e.*
Part 4A: Interim relief in respect of a complaint referral								
35.	Section 149 (1)	Application for an interim order pending the hearing of a complaint referral	At any time before the conclusion of the hearing of the complaint	Form TI.149 (1)	n/a	n/a	(1) The Regulator (2) The respondent or prospective respondent in the complaint (i.e. the entity or person complained about)	To all parties mentioned *column g*, a copy of Form TI.149 (1)
Part 4B: Interim relief in respect of a complaint referral in terms of the CPA								
36.	Section 114 (1) of the CPA	Application for interim order pending hearing of complaint referral pending before the Tribunal	At any time before the conclusion of the hearing of the pending complaint referral	Form TI.149 (1)	n/a		(1) The Commission (2) The Respondent in the pending complaint referral	To all parties mentioned in *column g*, a copy of Form TI.149 (1)
Part 5: Procedural matters								
37.	Rule 11	Notice by the Regulator of intention to intervene in a s. 137 (3) application	At any time before the conclusion of the hearing of the s. 137 (3) application	Form TI.r11	Form TI.r30A	n/a	The parties to the s. 137 (3) application	To all parties mentioned in *column g*, copies of Form TI.r11 and Form TI.r30A
38.	Rule 12	Application to intervene in a matter before the Tribunal	At least 5 business days before the hearing of the principle matter	Form TI.r12	(1) Proof of payment utilising Form TI.r35 (2) Form TI.r30A	Two hundred rand (R200.00)	The parties to the principal matter pending before the Tribunal	To all parties mentioned in *column g*, copies of Form TI.r12 and all documents listed in *column e*
39.	Rule 15	Notice of application to amend pleading or document filed in the proceedings	At any time prior to the conclusion of the hearing	Form TI.r15	n/a	n/a	All parties to the proceedings	On all parties to the proceedings a copy of Form TI.r15 (1) together with the documents attached thereto

40.	Section 140 (4) or 141 (2) (*a*)	Application for a matter, referred by the Regulator to a consumer court or to the Tribunal, to be referred to a different consumer court or to the Tribunal	Within 20 business days of the date of notification that the matter has been referred to the original forum, but no less than 10 business days before the matter set down to be heard in the original forum	Form NCR 33	(1) An affidavit in support of the application, showing why the alternative forum- (*a*) would better serve the interests of justice; or (*b*) would on a balance of interests be more convenient to the parties to the matter (2) Form TI.r30A	Two hundred rand (R200.00)	(1) The consumer court to which the matter was referred (2) The other parties to the matter	To all parties, a copy of Form NCR 33 and the affidavit mentioned in *column e* and Form TI.r30A
41.	Section 137 (1) (*e*)	Application by the Regulator to condone late filing	n/a	Form NCR 30	(1) An affidavit stating reasons for late filing and why late filing should be condoned (2) Form TI.r30A	n/a	The other parties to the matter	To All parties, a copy of Form NCR 30 and the affidavit described in *column e*
42.	Rule 34	Application to condone non-compliance with the Tribunal's rules and procedures	n/a	Form TI.r34	(1) Form TI.r30A (2) An affidavit stating reasons for late filing and why late filing should be condoned	n/a	The other parties to the matter	To all parties, a copy of Form TI.r34 and the affidavit described in *column e*
43.	Rule 30	Application for an order of substituted service	If the order is required in respect of a respondent in the principal matter, application must be filed concurrently with the application in the principal matter, or, in other circumstances, at a time permitted by the Tribunal	Form TI.r30	(1) Documentary proof of attempts and failure to serve in accordance with rules (2) The documents constituting the Application which is sought to be served by the order of substituted service	n/a	n/a	n/a
44.	Section 149 (3)	Application for extension of interim order	At any time before the conclusion of the hearing of the complaint referral but within 5 months of the granting of the interim order	Form TI.149 (1)	A copy of the interim order	n/a	(1) The Regulator (2) The respondent or prospective respondent in the complaint (i.e. the entity or person complained about)	To all parties, a copy of Form TI.149 (1)
			At any time before the conclusion					

45.	Section 114 (3) of the CPA	Application for extension of interim order	of the hearing of the complaint referral but within 5 months of the granting of the interim order	Form TI.149 (1)	A copy of the interim order	n/a	(1) The Commission (2) The Respondent in the Pending complaint referral	To all parties, a copy of Form TI.149 (1)
46.	Rule 4A	Application for leave to institute proceedings provided for in the CPA on behalf of persons or on grounds as set out in section 4 (1), (*c*) or (*d*) of the CPA	n/a	Form TI.r4A	(1) Copy of the draft documents constituting the proceedings for which leave is being sought to institute (the Principal Proceedings) (2) Detailed affidavit setting out grounds for leave to institute the Principal Proceedings (3) Form TI.r30A	n/a	(1) The Commission (2) The envisaged Respondent in the Principal Proceedings	To all parties, a copy of Form TI.r4A and the documents in *column e*
47.	Rule 25 (2)	Application for Default order after party failed to deliver response within requisite time period	At any time after expiry of the time period within which the party was required to deliver a response	TI.r25 (2)		n/a	n/a	n/a
Part 6: Appeals and variation orders								
48.	Section 148 (1)	Appeal to a full panel against the decision of a single member of the Tribunal	Within 20 business days of the date of the ruling, or within a longer period if the Tribunal allows	Form TI.148 (1)	(1) A copy of the ruling appealed against (2) Form TI.r30A	n/a	The parties to original matter being taken on appeal	To all parties, copies of Form TI.148 (1) and items (1) and (2) in *column e*
49.	Section 165	Application for variation or rescission of order	n/a	Form TI.165 in respect of section 165 (*a*) to (*c*) or Form TI.r4 in respect of section 165 (*d*) or (*e*)	(1) A copy of the ruling to be varied or rescinded (2) Form TI.r30A (3) A copy of the consent of the other parties in respect of whom the order was made, if applicable (4) A detailed affidavit setting out the grounds for an application in terms of section 165 (*e*), if applicable	n/a	The parties to the matter in respect of which the order was made	To all parties in *column g* a copy of Form TI.165 or Form TI.r4 and items (1) to (4) in *column e*, as applicable
Part 7: Distribution order in respect of remittances								
			Within 5					

50.	s. 127 (6)	Application by a credit provider for distribution of a remittance	business days of receiving the proceeds of the sale of goods	Form TI.127 (6)	A statement of account showing the proceeds of sale and how the remitted amount was derived	n/a	(1) The consumer (2) The other credit providers with registered claims	To all parties, a copy of Form TI.127 (6) and the statement described in *column e*

[Table 2 amended by GN 428 of 29 June 2011, substituted by GNR.203 of 13 March 2015 and amended by GN 157 of 4 February 2016.]

Table 3	
Oaths and affirmations	
Witness	I, (full names) swear/solemnly declare upon my honour and conscience that I shall speak the truth, the whole truth and nothing but the truth.
Expert Witness	I, (full names) swear/solemnly declare upon my honour and conscience that I shall state what I sincerely believe to be correct and true.
Interpreter	I, (full names) swear/solemnly declare upon my honour and conscience that whenever I am called upon to interpret in any proceedings before the Tribunal, I will correctly interpret to the best of my ability from the language of the inquisitor to the language of the witness or deponent and *vice versa*.

[Table 3 substituted by GNR.203 of 13 March 2015.]

NOTICES

GN 513 of 11 May 2016: Determination of a Threshold for Credit Provider Registration (*Government Gazette* No. 39981)

DEPARTMENT OF TRADE AND INDUSTRY

I, Dr Rob Davies, Minister of Trade and Industry, after having published a Notice inviting public comments to the draft Determination of a Threshold for Credit Provider Registration, which Notice was published in ***Government Gazette* No. 39663** of 4 February 2016 under **Notice 158 of 2016,** do hereby in terms of section 42 (1) of the National Credit Act, 2005 (Act 34 of 2005), publish the final Determination of Threshold for Credit Provider Registration.

(Signed)
DR ROB DAVIES, MP
MINISTER OF TRADE AND INDUSTRY
14 APRIL 2016

The Minister of Trade and Industry has, under section 42 (1) of the National Credit Act. 2005 (Act No. 34 of 2005) made the determination in this schedule.

SCHEDULE

1. Definitions.-In this notice-

"the Act" means the National Credit Act. 2005 (Act No. 34 of 2005).

2. Threshold required in terms of section 42 (1).-The threshold required to be determined in terms of section 42 (1) of the Act is nil (R0).

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NATIONAL CREDIT ACT
NO. 34 OF 2005

(Prior to amendment by Act No. 19 of 2014)

Section 1, definition-"Board"

"Board" means the governing body of the National Credit Regulator, established in accordance with section 19;

Section 1, definition-"member of the Board"

"member of the Board" means a person designated or appointed to the Board in terms of section 19;

Section 1, definition-"mortgage"

"mortgage" means a pledge of immovable property that serves as security for a mortgage agreement;

Section 1, definition-"mortgage agreement"

"mortgage agreement" means a credit agreement that is secured by a pledge of immovable property;

Section 1, definition-"prohibited conduct"

"prohibited conduct" means an act or omission in contravention of this Act, other than an act or omission that constitutes an offence under this Act, by-

(*a*) an unregistered person who is required to be registered to engage in such an act; or

(*b*) a credit provider, credit bureau or debt counsellor;

Section 1, definition-"secured loan", paragraph (*b*)

(*b*) retains, or receives a pledge or cession of the title to any movable property or other thing of value as security for all amounts due under that agreement;

Section 17 (4), the words preceding paragraph (*a*)

(4) The National Credit Regulator may-

Section 17 (4) (*b*), the words preceding subparagraph (i)

(*b*) negotiate agreements with any regulatory authority to-

Section 17 (4) (*c*)

(*c*) participate in the proceedings of any regulatory authority; and

Section 17 (4) (*d*)

(*d*) advise, or receive advice from, any regulatory authority.

Section 17 (5) (*a*)

(*a*) may negotiate agreements with the National Credit Regulator, as anticipated in subsection 4 (*b*); and

Section 19

19. Governance of National Credit Regulator.-(1) The National Credit Regulator is governed by a Board, consisting of-

(*a*) a member designated by the Cabinet member responsible for finance, to serve until substituted by that Cabinet member;

(*b*) a member designated by the Cabinet member responsible for housing matters, to serve until substituted by that Cabinet member;

(*c*) a member designated by the Cabinet member responsible for social development matters, to serve until substituted by that Cabinet member;

(*d*) a Chairperson appointed by the Minister;

(*e*) a Deputy Chairperson appointed by the Minister; and

(*f*) not more than six other members, at least two of whom must be knowledgeable on consumer matters, appointed by the Minister.

(2) The Chairperson, Deputy Chairperson and members contemplated in subsection (1) (*f*) each serve for a period of not longer than five years determined by the Minister in each case at the time of their appointment.

(3) The persons contemplated in subsection (2) must each have applicable knowledge or experience of matters connected with the purpose of this Act.

(4) The Board must-

(*a*) guide the strategic development of the National Credit Regulator;

(*b*) oversee and ensure the efficient and effective use of the resources of the National Credit Regulator;

(*c*) ensure that the National Credit Regulator is in compliance with all its legal requirements and reporting and financial accountability obligations; and

(*d*) provide advice to the Chief Executive Officer concerning the exercise of the functions and powers of the National Credit Regulator.

(5) The Board may refer to the Minister any matter concerning the functioning of the National Credit Regulator.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

Section 20

20. Qualifications for Board membership.-(1) To be eligible for appointment or designation as a member of the Board, and to continue to hold that office, a person must-

(*a*) not be subject to any disqualification set out in subsection (2); and

(*b*) have submitted to the Minister a written declaration stating that the person-

(i) is not disqualified in terms of subsection (2); and

(ii) does not have any interests referred to in subsection (2) (*b*).

(2) A person may not be a member of the Board if that person-

(*a*) is an office-bearer of any party, movement, organisation or body of a partisan political nature;

(*b*) personally or through a spouse, partner or associate-

(i) has or acquires a direct or indirect financial interest in a registrant; or

(ii) has or acquires an interest in a business or enterprise, which may conflict or interfere with the proper performance of the duties of a member of the Board;

(*c*) is an unrehabilitated insolvent or becomes insolvent and the insolvency results in the sequestration of that person's estate;

(*d*) has ever been, or is, removed from an office of trust on account of misconduct in respect of fraud or the misappropriation of money;

(*e*) is subject to an order of a competent court holding that person to be mentally unfit or disordered;

(*f*) within the previous 10 years has been, or is, convicted in the Republic or elsewhere of theft, fraud, forgery or uttering a forged document, perjury, an offence under the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), an offence under the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001), or an offence involving dishonesty; or

(*g*) has been convicted of any other offence committed after the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), took effect, and sentenced to imprisonment without the option of a fine.

(3) For the purpose of subsection (2) (*b*), a financial interest does not include an indirect interest held in any fund or investment if the person contemplated in that subsection has no control over the investment decisions of that fund or investment.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

Section 21

21. Conflicting interests of members of Board.-(1) A member of the Board must promptly inform the Minister in writing after acquiring an interest that is, or is likely to become, an interest contemplated in section 20 (2) (*b*).

(2) A member of the Board must not-

(*a*) engage in any activity that may undermine the integrity of the National Credit Regulator;

(*b*) attend, participate in or influence the proceedings during a meeting of the Board, if, in relation to the matter before the Board, that member has an interest-

(i) contemplated in section 20 (2) (*b*); or

(ii) that precludes that member from performing the functions of a member of the Board in a fair, unbiased and proper manner;

(*c*) vote at any meeting of the Board in connection with a matter contemplated in paragraph (*b*);

(*d*) make private use of, or profit from, any confidential information obtained as a result of performing that person's functions as a member of the Board; or

(*e*) divulge any information referred to in paragraph (*d*) to any third party, except as required as part of that person's official functions as a member of the Board.

(3) If, at any time, it appears to a member of the Board that a matter being considered by the Board at a meeting concerns an interest of that member referred to in subsection (2) (*b*), that member must-

(*a*) immediately and fully disclose the nature of that interest to the meeting; and (*b*) withdraw from the meeting to allow the remaining members to discuss the matter and determine whether the member should be prohibited from participating in any further proceedings concerning that matter.

(4) The disclosure by a member of the Board in terms of subsection (3) (*a*), and the decision by the Board in terms of subsection (3) (*b*), must be expressly recorded in the minutes of the meeting in question.

(5) Proceedings of the Board, and any decisions taken by a majority of the members present and entitled to participate in those decisions, are valid despite the fact that-

(*a*) a member of the Board failed to disclose an interest as required by subsection (3); or

(*b*) a member of the Board who had such an interest attended those proceedings, participated in them in any way, or directly or indirectly influenced those proceedings.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

Section 22

22. Resignation, removal from office and vacancies.-(1) A member of the Board appointed in terms of section 19 (1) (*d*), (*e*) and (*f*) may resign by giving to the Minister-

(*a*) one month written notice; or

(*b*) less than one month written notice, with the approval of the Minister.

(2) A member of the Board designated in terms of section 19 (1) (*a*), (*b*) and (*c*) may resign by giving written notice jointly to the Minister and the relevant member of the Cabinet responsible for the designation of that member.

(3) The Minister, after taking the steps required by subsection (4), may remove a member of the Board appointed in terms of section 19 (1) (*d*), (*e*) and (*f*), only if that member has-

(*a*) become disqualified in terms of section 20 (2);

(*b*) acted contrary to section 21 (2);

(*c*) failed to disclose an interest or withdraw from a meeting as required by section 21 (3); or

(*d*) neglected to properly perform the functions of their office.

(4) Before removing a person from office in terms of subsection (3), the Minister must afford the person an opportunity to state a case in defence of their position.

(5) Upon the expiry of the first term of office of a member of the Board appointed in terms of section 19 (1) (*d*), (*e*) and (*f*), the member may be re-appointed to a further term, subject to section 19.

(6) A person may not be appointed in terms of section 19 (1) (*d*), (*e*) and (*f*), to serve for more than two terms as a member of the Board.

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

Section 23 (1)

(1) The Minister must appoint a suitably qualified and experienced person as Chief Executive Officer of the National Credit Regulator, who-

(*a*) with the advice, and subject to the oversight, of the Board, is responsible for all responsibilities pertaining to the functions of the National Credit Regulator; and

(*b*) is accountable to the Board.

Section 23 (2)

(2) The Chief Executive Officer is an *ex officio* member of the Board, but may not vote at its meetings.

Section 25 (1)

(1) The Chief Executive Officer-

Section 26 (4)

(4) Sections 20 and 21, each read with the changes required by the context, apply to the Tribunal and each of its members.

Section 29 (5) (*a*)

(*a*) must remove the Chairperson or any other member of the Tribunal from office if that person becomes subject to any of the disqualifications referred to in section 20 (2); and

Section 32 (2), the words preceding paragraph (*a*)

(2) If, during a hearing in which a member of the Tribunal is participating, it appears to that member that the matter concerns a financial or other interest of that member contemplated in section 20 (2) (*b*), that member must-

Section 34

34. Remuneration and benefits.-During the term of office of a member of the Tribunal, the member's salary, allowances or benefits may not be reduced.

(Date of commencement of s. 34: 1 September, 2006.)

(General Note: Conflicting legislation: S. 172 (1) of this Act determines that the provisions of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and the Public Finance Management Act, No. 1 of 1999 prevail to the extent of the conflict.)

Section 40 (1)

(1) A person must apply to be registered as a credit provider if-

(*a*) that person, alone or in conjunction with any associated person, is the credit provider under at least 100 credit agreements, other than incidental credit agreements; or

(*b*) the total principal debt owed to that credit provider under all outstanding credit agreements, other than incidental credit agreements, exceeds the threshold prescribed in terms of section 42 (1).

Section 42 (1)

(1) On the effective date, and at intervals of not more than five years, the Minister, by notice in the *Gazette*, must determine a threshold of not less than R 500 000, for the purpose of determining whether a credit provider is required to be registered in terms of section 40 (1).

Section 45 (3)

(3) If an application complies with the provisions of this Act and the applicant meets the criteria set out in this Act for registration, the National Credit Regulator, after considering the application, must register the applicant, subject to section 48.

Section 46 (2)

(2) A natural person may not be registered as a credit provider if that person is an unrehabilitated insolvent.

Section 46 (3), the words precedingparagraph (*a*)

(3) A natural person may not be registered as a credit provider or debt counsellor if that person-

Section 48 (1), the words preceding paragraph (*a*)

(1) If a person qualifies to be registered as a credit provider, the National Credit Regulator must further consider the application, relating to the following criteria:

Section 48 (1) (*b*)

(*b*) the commitments, if any, made by the applicant or any associated person in connection with combating over-indebtedness, including whether the applicant or any associated person has subscribed to any relevant industry code of conduct approved by a regulator or regulatory authority; and

Section 49 (1) (*c*)

(*c*) if the registrant has contravened this Act; or

Section 49 (1) (*d*)

(*d*) if the registrant-

(i) has not satisfied any conditions attached to its registration;

(ii) has not met any commitment or undertaking it made in connection with its registration; or

(iii) has breached any approved code of conduct applicable to it, and cannot provide adequate reasons for doing so.

Section 51 (1) (*b*)

(*b*) an initial registration fee to be paid upon registration; and

Section 51 (1) (*c*)

(*c*) an annual registration renewal fee to be paid by registrants.

Section 52 (4) (*b*)

(*b*) subject to timely payment of the prescribed registration renewal fees, remains in effect until-

(i) the registrant is deregistered; or

(ii) the registration is cancelled in terms of this Act.

Section 71 (1)

(1) A consumer whose debts have been re-arranged in terms of Part D of this Chapter, may apply to a debt counsellor at any time for a clearance certificate relating to that debt re-arrangement.

Section 71 (2)

(2) A debt counsellor who receives an application in terms of subsection (1), must-

(*a*) investigate the circumstances of the debt re-arrangement; and

(*b*) either-

(i) issue a clearance certificate in the prescribed form if the consumer has fully satisfied all the obligations under every credit agreement that was subject to the debt re-arrangement order or agreement, in accordance with that order or agreement; or

(ii) refuse to issue a clearance certificate, in any other case.

Section 71 (3)

(3) If a debt counsellor refuses to issue a clearance certificate contemplated in subsection (2) (*b*) (*i*) the consumer may apply to the Tribunal to review that decision, and if the Tribunal is satisfied that the consumer is entitled to the certificate in terms of subsection (2) (*b*) (*i*), the Tribunal may order the debt counsellor to issue a clearance certificate to the consumer.

Section 71 (4)

(4) A consumer to whom a clearance certificate is issued in terms of this section may file a certified copy of that certificate with the national register established in terms of section 69 or any credit bureau.

Section 73 (1)

(1) The Minister must, within a period of six months after the effective date, prescribe-

(*a*) the nature of, time-frame, form and manner in which consumer credit information held by credit bureaux must be reviewed, verified, corrected or removed; and

(*b*) the time-frame and schedule for the exercise by consumers of their rights in terms of section 72 (1),

within a period of one year after the regulations being promulgated.

Section 82 (1)

(1) Subject to subsections (2) (*a*) and (3), a credit provider may determine for itself the evaluative mechanisms or models and procedures to be used in meeting its assessment obligations under section 81, provided that any such mechanism, model or procedure results in a fair and objective assessment.

Section 82 (2)

(2) The National Credit Regulator may-

(*a*) pre-approve the evaluative mechanisms, models and procedures to be used in terms of section 81 in respect of proposed developmental credit agreements; and

(*b*) publish guidelines proposing evaluative mechanisms, models and procedures to be used in terms of section 81, applicable to other credit agreements.

Section 82 (3)

(3) Subject to subsections (2) (*a*) and (4), a guideline published by the National Credit Regulator is not binding on a credit provider.

Section 82 (4)

(4) If the Tribunal finds that a credit provider has repeatedly failed to meet its obligations under section 81, or customarily uses evaluative mechanisms, models or procedures that do not result in a fair and objective assessment, the Tribunal, on application by the National Credit Regulator, may require that credit provider to-

(*a*) apply any guidelines published by the National Credit Regulator in terms of subsection (2) (*b*); or

(*b*) apply any alternative guidelines consistent with prevailing industry practice, as determined by the Tribunal.

Section 83, heading

Court may suspend reckless credit agreement

Section 83 (1)

(1) Despite any provision of law or agreement to the contrary, in any court proceedings in which a credit agreement is being considered, the court may declare that the credit agreement is reckless, as determined in accordance with this Part.

Section 83 (2), the words preceding paragraph (*a*)

(2) If a court declares that a credit agreement is reckless in terms of section 80 (1) (*a*) or 80 (1) (*b*) (i), the court may make an order-

Section 83 (3), the words preceding paragraph (*a*)

(3) If a court declares that a credit agreement is reckless in terms of section 80 (1) (*b*) (ii), the court-

Section 83 (3) (*a*)

(*a*) must further consider whether the consumer is over-indebted at the time of those court proceedings; and

Section 83 (3) (*b*), the words preceding subparagraph (i)

(*b*) if the court concludes that the consumer is over-indebted, the court may make an order-

Section 83 (4), the words preceding paragraph (*a*)

(4) Before making an order in terms of subsection (3), the court must consider-

Section 86 (2)

(2) An application in terms of this section may not be made in respect of, and does not apply to, a particular credit agreement if, at the time of that application, the credit provider under that credit agreement has proceeded to take the steps contemplated in section 129 to enforce that agreement.

Section 86 (10)

(10) If a consumer is in default under a credit agreement that is being reviewed in terms of this section, the credit provider in respect of that credit agreement may give notice to terminate the review in the prescribed manner to-

(*a*) the consumer;

(*b*) the debt counsellor; and

(*c*) the National Credit Regulator, at any time at least 60 business days after the date on which the consumer applied for the debt review.

Section 86 (11)

(11) If a credit provider who has given notice to terminate a review as contemplated in subsection (10) proceeds to enforce that agreement in terms of Part C of Chapter 6, the Magistrate's Court hearing the matter may order that the debt review resume on any conditions the court considers to be just in the circumstances.

Section 89 (5), the words preceding paragraph (*a*)

(5) If a credit agreement is unlawful in terms of this section, despite any provision of common law, any other legislation or any provision of an agreement to the contrary, a court must order that-

Section 89 (5) (*b*)

(*b*) the credit provider must refund to the consumer any money paid by the consumer under that agreement to the credit provider, with interest calculated-

(i) at the rate set out in that agreement; and

(ii) for the period from the date on which the consumer paid the money to the credit provider, until the date the money is refunded to the consumer; and

Section 89 (5) (*c*)

(*c*) all the purported rights of the credit provider under that credit agreement to recover any money paid or goods delivered to, or on behalf of, the consumer in terms of that agreement are either-

(i) cancelled, unless the court concludes that doing so in the circumstances would unjustly enrich the consumer; or

(ii) forfeit to the State, if the court concludes that cancelling those rights in the circumstances would unjustly enrich the consumer.

Section 91

91. Supplementary requirements and documents.-A credit provider must not-

(*a*) directly or indirectly require or induce a consumer to enter into a supplementary agreement, or sign any document, that contains a provision that would be unlawful if it were included in a credit agreement;

(*b*) request or demand a consumer to-

(i) give the credit provider temporary or permanent possession of an instrument referred to in section 90 (2) (*l*) (i) other than for the purpose of identification, or to make a copy of the instrument;

(ii) reveal any personal identification code or number contemplated in section 90 (2) (*l*) (ii); or

(*c*) direct, or knowingly permit, any other person to do anything referred to in this section on behalf or for the benefit of the credit provider.

(Date of commencement of s. 91: 1 June, 2007.)

Section 129 (3)

(3) Subject to subsection (4), a consumer may-

(*a*) at any time before the credit provider has cancelled the agreement re-instate a credit agreement that is in default by paying to the credit provider all amounts that are overdue, together with the credit provider's permitted default charges and reasonable costs of enforcing the agreement up to the time of re-instatement; and-

(*b*) after complying with paragraph (*a*), may resume possession of any property that had been repossessed by the credit provider pursuant to an attachment order.

Section 129 (4), the words preceding paragraph (*a*)

(4) A consumer may not re-instate a credit agreement after-

Section 130 (1) (*a*)

(*a*) at least 10 business days have elapsed since the credit provider delivered a notice to the consumer as contemplated in section 86 (9), or section 129 (1), as the case may be;

Section 134 (1), the words preceding paragraph (*a*)

(1) As an alternative to filing a complaint with the National Credit Regulator in terms of section 136, a person may refer a matter that could be the subject of such a complaint as follows:

Section 136 (1)

(1) Any person may submit a complaint concerning an alleged contravention of this Act to the National Credit Regulator in the prescribed manner and form.

Section 163 (1)

(1) A credit provider must ensure that its employees or agents are trained in respect of the matters to which this Act applies.

Section 163 (3) (*b*)

(*b*) that person must disclose to the consumer the amount of any fee or commission that will be paid if the agreement is concluded; and

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NATIONAL CREDIT AMENDMENT ACT
NO. 19 OF 2014

[ASSENTED TO: 16 MAY, 2014]
[DATE OF COMMENCEMENT: 13 MARCH, 2015]

(English text signed by the President)

This Act has been updated to *Government Gazette* 38557 dated 13 March, 2015.

EDITORIAL NOTE

Please note that this Act has commenced with effect from 13 March, 2015.

***Kindly refer to *Government Gazette* 37665 dated 19 May, 2014 for the original wording of sections that have come into operation.**

ACT

To amend the National Credit Act, 2005, so as to amend certain definitions; to provide for the alteration of the governance structure of the National Credit Regulator; to empower the Chief Executive Officer to delegate certain functions to other officials of the National Credit Regulator; to provide for the registration of payment distribution agents; to tighten measures relating to debt counsellors and the conduct of their practices as debt counsellors; to allow registrants to voluntarily cancel their registration; to empower the Minister to issue a notice for the removal of adverse consumer credit information; to provide for automatic removal of adverse consumer credit information; to empower the National Consumer Tribunal to declare a credit agreement reckless; to provide for the registration and accreditation of alternative dispute resolution agents; and to provide for matters connected therewith.

BE IT ENACTED by the Parliament of the Republic of South Africa, as follows:-

***1 and 2. Amend sections 1 and 17 of the National Credit Act, No. 34 of 2005, respectively.**

*3. Repeals sections 19, 20, 21 and 22 of the National Credit Act, No. 34 of 2005.

*4 to 8 inclusive. Amend sections 23, 25, 26, 29 and 32 of the National Credit Act, No. 34 of 2005, respectively.

*9. Substitutes section 34 of the National Credit Act, No. 34 of 2005.

*10 and 11. Amend sections 40 and 42 of the National Credit Act, No. 34 of 2005, respectively.

*12. Inserts section 44A in the National Credit Act, No. 34 of 2005.

*13 to 15 inclusive. Amend sections 45, 46 and 48 of the National Credit Act, No. 34 of 2005, respectively.

*16. Inserts section 48A in the National Credit Act, No. 34 of 2005.

*17 to 19 inclusive. Amend sections 49, 51 and 52 of the National Credit Act, No. 34 of 2005, respectively.

*20. Inserts section 58A in the National Credit Act, No. 34 of 2005.

*21. Amends section 71 of the National Credit Act, No. 34 of 2005.

*22. Inserts section 71A in the National Credit Act, No. 34 of 2005.

*23 to 27 inclusive. Amend sections 73, 82, 83, 86 and 89 of the National Credit Act, No. 34 of 2005, respectively.

*28. Substitutes section 91 of the National Credit Act, No. 34 of 2005.

*29 and 30. Amend sections 100 and 106 of the National Credit Act, No. 34 of 2005, respectively.

*31. Inserts section 126B in the National Credit Act, No. 34 of 2005.

*32 to 34 inclusive. Amend sections 129, 130 and 134 of the National Credit Act, No. 34 of 2005, respectively.

*35. **Inserts sections 134A and 134B in the National Credit Act, No. 34 of 2005.**

*36 and 37. **Amend sections 136 and 163 of the National Credit Act, No. 34 of 2005.**

38. Amendment of law.-The laws specified in the Schedule hereto are hereby amended to the extent specified in that Schedule.

39. Short title and commencement.-This Act is called the National Credit Amendment Act, 2014, and shall come into operation on a date fixed by the President by proclamation in the *Gazette*.

COMMENCEMENT OF THIS ACT

Date of commencement	*The whole Act/ Sections*	*Proclamation No.*	*Government Gazette*	*Date of Government Gazette*
13 March, 2015	The whole Act.	R.10	38557	13 March, 2015
This Act was published in *Government Gazette* 37665 dated 19 May, 2014.				

Schedule

No and year of Act	*Short title*	*Extent of Amendment*
Act No. 24 of 1936	Insolvency Act, 1936	*1. Inserts section 8A in the Insolvency Act, No. 24 of 1936.
Act No. 68 of 2008	Consumer Protection Act, 2008	*1. Amends section 71 of the Consumer Protection Act, No. 68 of 2008.