

QMS CONSULTING (PTY) LTD

Quotation & Loan Agreement
NCR Reg No. :NCRCP984

[The Lender]

85 Empire Road, Parktown, Johannesburg, 2193

Telephone: 011 758 5700 - Fax: 086 638 1852 - Email: qms@bidvestservices.co.za - Web: qmsloans.biz

**Attach
Copy ID**

**Attach Bank
Statement**

Surname: First Names:
(The Borrower)

ID Number: Employee Number:

Cellphone No: Telephone No:

BANKING DETAILS: Name: Acc Type:

Account Number: Branch Code:

MARITAL STATUS	Married	Divorced	Widowed	Single	Separated	Living Together	Contractual Type	ANC	Community of Property	Customary Marriage
----------------	---------	----------	---------	--------	-----------	-----------------	------------------	-----	-----------------------	--------------------

Married in the Community of Property or Customary marriage:
Have you obtained written consent to enter into this agreement? Y N

**Signature
ID Number spouse**

PHYSICAL ADDRESS: The Borrower nominates the following address for the purposes of mail of any nature, including legal notices and court orders, to be sent: _____

CONDITIONS OF LOAN:

LOAN AMOUNT: NUMBER OF INSTALMENTS:

- CCM: Attention must be given to the Credit Cost Multiple on your quotation.
- Initiation Fee: I acknowledge that I was afforded the opportunity to pay the initiation fee at the commencement of this agreement but elected for payment thereof to be deferred.
- Early settlement: The Borrower may settle this agreement at any time in terms of section 125 of the National Credit Act, 34 of 2005 [hereafter referred to as "the Act"] by paying the unpaid balance of the loan amount and unpaid interest charges and all other fees and charges up to the date of settlement.
- Proposed loan agreement: This document serves as a proposed loan agreement and quotation and the Borrower has the right to delay signing this agreement by 5 business days, to consider the proposed loan agreement and if the Borrower elects to enter into this agreement with the Lender, the agreement should be concluded at or below the interest rate and costs initially quoted. The Borrower has the right to enter into this loan agreement at any stage prior to the lapse of the five (5) business day period.
- Interest rate: The interest rates for small and unsecured micro-loans are calculated in arrears on the outstanding capital at a fixed rate as per Table A of Regulation 42 of the Act. A change to the interest rate of small micro-loans is preceded by a notice by the Minister of Trade and Industry in a Government Gazette and a change to the interest rate of unsecured loans is a factor of any change in the repurchase rate set from time to time by the South African Reserve Bank. Should a change of interest rate occur as contemplated above that affect this agreement, the Borrower will be given five (5) business days written notice of such change before the change is implemented.
- Settlement of loan: In terms of the authorisation by the Borrower on the loan application in respect of this loan, the Borrower is hereby notified and agrees that this loan will be settled by making charges against the bank account specified hereunder in terms of section 124(2) of the Act. The details of the charges are set out in the conditions of this loan which is part of this agreement as stated above.
- Penalty clause: In the event of default for whatever reason penalty interest on repayments in arrears will be charged at the same interest rate set for this agreement. All attorney's or registered debt collectors costs will also be recovered from the Borrower on the attorney and client scale or on the official tariff applicable to registered debt collectors, as the case may be.
- Lender's right to terminate agreement: The Lender reserves the right in terms of section 123 of the Act to terminate this agreement with the Borrower if the Borrower defaults with any of the agreed repayments in terms of this agreement and proceed with legal proceedings in terms of section 129(1)(b) and section 130(1) of the Act which may result in a Court of law enforcing the repayment of the Borrower's outstanding obligations in terms of this agreement and the court judgement recorded by credit bureaux available to other credit providers.
- Marketing option: In the event of any marketing campaign by the Lender, the Borrower has the right to (a) decline the option of a pre-approved annual credit limit increase as per section 119(4) of the Act if a credit facility has been created for the Borrower; and to elect to be excluded from: (b) telemarketing on behalf of the Lender (c) marketing or customer list that may be sold or distributed by the Lender; (d) any mass distribution of email or sms messages.
- Document provided and available: A copy of this signed Loan agreement is provided to the Borrower free of charge. A copy of the Act and Regulations is available to the Borrower to peruse the sections of the Act stated in this agreement and others on the premises of the Lender.
- Conditions, rights and obligations: The Borrower and Lender agree that their rights and obligations under this agreement are limited to the conditions and clauses of this agreement as well as the conditions and requirements set in the Act.
- Account statements: The Lender will provide an account statement free of charge to the Borrower at the end of every third month during the term of a loan agreement. Account statements during intermediate months will be provided on request at a cost of R3.50 per page.
- Administration order: The Borrower declares that he / she is presently not under administration, has no intention of being placed under administration and agrees that he / she will not attempt to be placed under administration prior to discussing his / her financial situation with the Lender. The Borrower consents that in the event of being placed under administration on a date after the approval of this loan, that all payments still due to the Lender after the granting of the administration order ["future payments"] shall fall within the ambit of Section 74A (2)(e)(ii) of the Magistrates Court Act and therefore excluded in terms of Section 74C (2) of the said Act and the Lender shall therefore be entitled to recover all moneys still outstanding of this loan by means of legal action.

SIGNATURE:

CONDITIONS OF LOAN continue...

14. Dispute resolution: The Borrower agrees that in the event of any dispute or uncertainty he/she will discuss the matter with the Lender as a first step to the resolve the issue. If the matter is not resolved to his / her satisfaction, the Borrower will submit his/ her issue in writing to the Lender and if the dispute is not resolved thereafter to be at liberty to take the matter up with the National Credit Regulatory at toll share number 0860 100 406
15. The borrower authorises the Lender to deduct all instalments by way of salary deduction. The borrower agrees that if his/ her services are to be terminated for any reason whatsoever, then any remaining balance of the above loan shall become due and payable on the date of termination and I hereby authorise the LENDER to deduct such outstanding balance from any monies due to me by way of salary, leave pay and pay over such sums to QMS Consulting (Pty) Ltd. If no monies are available from my final pay a debit order may be put in place to recover such monies from my said bank account.

INCOME & ESSENTIAL EXPENDITURE

Required in terms of section 81(2)(a)(ii) & (iii) of National Credit Act

INCOME:	RAND	EXPENSES	RANDS
Basic salary less overtime	R	Micro and other loans	R _____
Other income - specify:	R	Municipal services	R _____
	R	Maintenance payments	R _____
	R	Provision for groceries	R _____
TOTAL INCOME [A]	R	Provision for transport	R _____
DISPOSABLE INCOME [A] - [B]	R	Provision for housing	R _____
DISP. INCOME AFTER LOAN	R	Provision for clothing	R _____
		Hire purchase instalments	R _____
		Insurance premiums	R _____
		Telephone / Cell phone	R _____
		Pocket money	R _____
		Other debit / expenses - Specify	R
			R
			R
			R
		TOTAL EXPENSES [B]:	R

AUTHORISATION: I hereby authorise the Lender to deduct all instalments to repay this loan [if approved] as indicated above from the following bank account of which I am the legal account holder

Declaration: The Borrower declares that all information provided in terms of this application is correct and that no information was withheld which could be important to evaluate this application.

OFFICE USE	
Decision:	
Loan Amount:	Approved:
Loan	Declined
Reason for Decision:	

SIGNATURE

CONDITIONS ACCEPTED BY BORROWER

Signed at :