

SECTION C

If you are under the age of 18 or are married in community of property, your guardian or spouse (if applicable) must complete the following declaration:

I, _____ (full names)

Identity Number: _____, as guardian or spouse (delete whichever is not applicable) of the student in Section A of this application, hereby declare that this application is being made with my permission, and that where I am the guardian I hereby bind myself as surety for, and co-principal debtor to the student in Section A of this application for the due and punctual performance of the said student's obligation arising out of this agreement.

Occupation: _____

Physical address: _____

(Chosen address for service of legal and other processes)

Work address: _____

Signature: _____ Date: _____

SECTION D

Course required (Tick the option you choose)

1. ADE: School Leadership and Management

Do you prefer to make use of:

Moodle (online (internet) learner management system)

Not online (mail, e-mail, fax, etc.)

Course fee

Cash: R21 090

OR

Terms via Fundi Study Loan

Loan amount	No of Instalments	Instalment amount	Tick your preference
R21 090	30	R994.74	

Should you not qualify for a Fundi Study Loan, you can pay via Edutel debit order.

Course fee: R26 362.50
Deposit required: R5 272.50
18 Instalments of R1 171.66

Students who pay cash or via Fundi Study Loans receive 20% discount on the course fee of R26 362.50.

Edutel Higher Education banking details:

Bank: ABSA
Account Holder: Edutel Higher Education
Branch Code: 630156
Account No: 407-015-3037
Please include your ID number as reference when making a deposit

SECTION G

Credit Card Option (5.7% Levy Payable) Type: VISA MASTER OTHER

Total Cash Amount R -

Budget Account 3 Months 6 Months 12 Months 24 Months

Name as it appears on card: _____

Credit Card Number

Expiry date on Credit Card

Last three digits on back of credit card

Signature of Cardholder: _____

SECTION H

By signing below you will be signifying your acceptance of the Terms and Conditions that apply to this application, being those set out in Appendix 1 to this application.

SIGNED AT ON THISDAY OF YEAR.....

SIGNATURE OF STUDENT

CONTACT CENTRES (Select one only)

EXAMINATION AND CONTACT CENTRES:

Please indicate the nearest centre where you wish to attend contact sessions including your orientation session and computer literacy should you have registered for the computer literacy workshop during school holidays (pending numbers). Dates and further information will be mailed to you in due course. Please note that a contact session will only take place if there are a sufficient number of bookings. If there is not sufficient numbers you could be directed to a venue nearest to the one you indicated.

You examinations will also be written at the centre you indicate. New examination centres can be considered pending the number of students wanting to write examinations at these centres. A written request can be directed to the Examination Officer.

GAUTENG

Johannesburg

Pretoria

FREE STATE

Bloemfontein

LIMPOPO

Polokwane

NORTHWEST PROVINCE

Klerksdorp

Mafikeng

Other _____

EASTERN CAPE

Mthatha

East London

KWAZULU NATAL

Durban

Empangeni

Kokstad

MPUMALANGA

Nelspruit

Province: _____

TERMS AND CONDITIONS**Your Enrolment**

1. If this Application is accepted by us, it will, from the time of acceptance, become a valid and binding contract between us and you.

Our Responsibilities

2. We will, as soon as possible after receiving this Application, consider it and notify you whether or not it has been accepted.
3. If this Application is accepted, we will make sure that you receive, in good time, the appropriate study material for the Course.
4. We will ensure that all approvals of the Education and Training Quality Assurance bodies ("ETQAs") in relation to the Course are retained.
5. We will ensure that such appropriately qualified personnel as are necessary for the conducting of the Course are assigned to you.
6. We will grant you two years to complete the course you have registered for.

Your Responsibilities

7. You must, if we require it, make available to us the originals of all documents relevant to this Application. You must take note of the requirements for the Course, as well as the minimum requirements in order to pass the Course.
8. You must also avail yourself of all contact session times and venues in relation to the Course.
9. It is your responsibility to ensure that assignments reach us, or the institute concerned on time.
10. The student also agrees to register with SACE for CPTD in line with the implementation time frame of SACE. Edutel will not be able to upload CPTD points earned, should you not have registered yourself with SACE for this purpose, and confirmed your registration with Edutel by providing Edutel with the necessary registration details.
11. The responsibility lies with you to make sure whether your course will earn CPTD points or not. All CPTD bearing courses are listed on this application form and by signing it, you confirm that you have taken notice of them.
12. It is the responsibility of the student to confirm with his/her employer whether the course would be recognised, as Edutel cannot guarantee such recognition.
13. You agree to inform your employer about the fact that you have registered for this course and you will ensure that you will get yourself a mentor in your workplace to mentor you on the performance criteria of the course you have registered for. You will ensure that the mentor meets the requirement of a person having a proven track record in the qualification you have registered for. You also agree to inform Edutel in writing as to who this mentor is and provide us with a copy of your mentor's CV, confirming his/her competence in this regard. You will also make sure that the mentor is prepared to be capacitated by Edutel and will attend your orientation session and two, 2-day contact sessions per year with you. The mentor must be willing to observe and assist you in the workplace as required by the course. If Edutel does not approve of your mentor, you will need to seek a mentor who meets the criteria set by Edutel.
14. It will be your responsibility to register for examinations and contact sessions and to make sure your registration was accepted.
15. If you are not a member of a SMT (School Management Team) you will ensure that you inform your principal that you have enrolled for the ADE and request to form part of the SMT.
16. I acknowledge that I am aware of the fact that I need to be ICT competent at level 5 in order to complete my course successfully and that I need to provide Edutel with evidence that I am ICT competent.
17. I take full responsibility for the declaration made under Section B. I am fully aware of the importance of ICT and that I will not be able to complete my ADE without acquiring ICT competence.
18. I acknowledge that I need access to a computer to do (some/all of) my assignments.
19. I acknowledge that I need to bring my own laptop and modem for orientation and contact sessions.
20. I acknowledge that all travelling, meals and accommodation costs when attending workshops or contact sessions will be for my own account.

Fees

21. You must pay the fees for the Course in accordance with Section D of this Application.
22. First-time assessment and examination fees are included in the Course fees. Re-assessment or further examination fees need to be paid separately if you are found not competent or fail your examination the first time.
23. Should you choose to make use of the Fundi/Student loan (stop order facility) or debit order and Fundi doesn't approve of your application, you hereby give Edutel the right to deduct your course fee from your bank account. Edutel charges no interest.
24. You will not be able to attend contact sessions or write examinations if your account is in arrears.
25. We will not assess your portfolios if your account is in arrears.
26. You will only be allowed to attend a contact/orientation session once.

Your Declarations

27. You declare that –
 - 27.1 the information provided in this Application is both true and correct;
 - 27.2 all copies provided are true copies of the originals thereof; and
 - 27.3 you are aware of the curriculum and qualification of the Course.

Copyright

28. Copyright subsists in all study material provided to you in relation to the Course. Any unauthorised reproduction or adaptation thereof will constitute an act of copyright infringement, leaving the offender liable for civil law copyright infringement and, in certain circumstances, criminal prosecution.

Your Right to Cancel

29. You may cancel your enrolment for the Course at any time before you receive the study material.
30. If you exercise your right to cancel in terms of paragraph 29 above, you will be charged a cancellation fee equal to 10% of the full course fees, plus VAT, which compensates us for some of the costs that we have incurred in respect of your Application and its acceptance.
31. If you cancel your enrolment at any other time or otherwise give up your studies you will remain liable for the full course fees.

Legal Action

32. You hereby consent to the jurisdiction of the Magistrates' Court for purposes of any legal action we may take against you as a result of your failure to comply with any of your obligations in terms of this Application.
33. You accept and agree that, if we take any legal action against you, you will be liable for any, and all costs incurred by us in doing so, including costs on an attorney and own client scale.
34. A certificate signed by any of our managers (whose designation, appointment or authority it shall not be necessary to prove), as to the existence and amount of your indebtedness to us at any time and/or any other fact matter or thing relating to your indebtedness to us, shall be *prima facie* proof of the contents and correctness thereof and of the amounts of all your indebtedness for the purposes of provisional sentence or summary judgment, or any other proceedings against you in any competent court and shall be valid as a liquid document for such purposes.

General Terms

35. You accept and agree that the street address provided by you in Section A of this Form shall be your chosen address for service of legal and other process arising from this Application.
36. You cannot transfer or delegate any of your rights or duties under this Application, or under any part hereof, without our written consent.
37. We can transfer or delegate any of our rights and duties under this Application, or under any part hereof, upon notice to you.
38. In case of distance learning programme, you nominate the South African Post Office as the only agent to be used by Edutel to dispatch your learning material to you.
39. You acknowledge that plagiarism is an offense and that you are aware that plagiarism will constitute disciplinary procedures.

Applicant's signature: _____

Date: _____



Tel: (011) 760-3668

Fax: 086 274 9992

E-mail: highereducation@edutel.co.za

www.edutel.co.za

ABSA Building, 1st Floor

Cnr Ontdekkers Road & Crane Avenue, Horizon, 1724

P.O. Box 8210

WESTGATE

1734

Provisionally registered with the Department of Higher Education and Training until December 2020 as a private higher education institution under the Higher Education Act, 1997. Registration Certificate No.2017/HE07/001.

Date: _____

DECLARATION

I, (STUDENT NAME) _____,

(STUDENT NUMBER) _____

am fully aware that the programme I have enrolled on, that is, the Advanced Diploma in Education in School Leadership and Management, SAQA ID: 101437, NQF 07, is registered with the Department of Higher Education and Training to Edutel Higher Education (Pty) Ltd as indicated on the registration certificate dated 23 November 2017.

A handwritten signature in black ink, appearing to read "Andries Pelsler", written over a horizontal line.

Andries Pelsler

CEO: Edutel Higher Education

Signature: Student

Date signed: _____

LOANS APPLICATION FORM

Fundi, Constantia Park,
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park
PO Box 5287, Weltevreden Park 1715

Call Centre: 0860 55 55 44
Fax No: 086 633 3832 | 086 6333841/3
Email: fundiapplications@fundi.co.za
www.fundi.co.za
Version Number 2



Tax Invoice
VAT No: 4550176798 | Initiation & admin fee are VAT inclusive

APPLICANT'S DETAILS

A1

Title: _____ Surname: _____ Name: _____ Physical address: (domicile) _____ Postal address: _____ Email address: _____	ID No: _____ Tel (work): _____ Tel (home): _____ Tel (Payroll officer): _____ Cell: _____ Employer: _____ Occupation: _____ Income Status: Permanent Contract worker Temporary Employee No: _____
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Race (Research and Reporting on Statistics): Black Asian Coloured White
 Gender: Female Male
 Marital status: Married Single COP Divorced ANC Widowed
 No. of Dependents: _____

STUDENT'S DETAILS

A2

If details correspond with the above, just tick the box (if applicant / student is the same person).

Title: _____ Surname: _____ Full names: _____ ID No: _____ Email address: _____ Tel (work): _____ Cell: _____ Course Faculty: _____	University or Institution: _____ Student No: _____ Course studying: _____ Year of Study: 1 2 3 4+ Course type: <input type="checkbox"/> Certificate/Diploma <input type="checkbox"/> Undergraduate <input type="checkbox"/> Post-Graduate <input type="checkbox"/> Other Same as applicant <input type="checkbox"/>
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APPLICANT'S INCOME INFORMATION

A3

Monthly gross salary (i.e. before company deductions and other company contributions) R	COMMENTS RELATING TO INCOME
Net monthly company salary (cash salary) (i.e. after company deductions and tax) R	
Other income (i.e. maintenance, pensions, rental income, etc.) R	
Total monthly expenses (i.e. food, clothes, insurance, housing etc.) R	
Other monthly debt repayments (i.e. home loan, car loan, other loans) R	
Disposable (Net) income R	

PAYMENT HISTORY

Are you currently under or have you applied for debt review, sequestration, liquidation or administration? Yes No
 If married in community of property, is your spouse currently under or has applied for debt review, sequestration, liquidation or administration? Yes No

QUOTATION:

A4

<input type="checkbox"/> Study Loan <input type="checkbox"/> Book Loan <input type="checkbox"/> Accommodation Loan <input type="checkbox"/> International Study Loan (refer to Point 11 on the T&Cs) <input type="checkbox"/> Educational Tools (For example laptop or tablet)	Loan amount: R 21090.00 Interest: R 6756.98 Initiation fee (charged upfront; incl. VAT): R 1260.00 Total monthly service fees (included in instalment; incl. VAT): R 735.00 Total amount repayable: R 29841.98 Number of monthly instalments: 30 Monthly instalment amount: R 994.74 Annual Interest Rate: _____ Repayment Schedule: Repayment Date: (This date is the same as the Applicant's salary date.) _____ The first payment will begin on _____ and monthly thereafter for _____ months with the final payment to be made on _____
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Payment of the loan amount and foreign transfer payment is made directly by the Credit Provider to the Service Provider. If the Student cancels his/her studies at the Service Provider, any credit on the Student's account will be credited to Fundi's account to offset administration costs incurred.

PAYMENT OR DEBIT ORDER INFORMATION

A5

The Parties agree that the Credit Provider will advance the Loan Amount to the Applicant and pay it to the above Educational Institution for the above student. The Applicant undertakes to repay the Total Amount repayable in the number of monthly instalments as detailed in the Repayment Schedule above. Where applicable, the Applicant authorises his/her Employer specified above to deduct the monthly instalments from his/her salary. Any charges levied by the Employer to effect the salary deduction will be for the account of the Applicant and the Employer will recover the costs directly from the Applicant's salary. If the Credit Provider does not have a deduction agreement with the Applicant's Employer, or if a salary deduction cannot be executed or is not applicable, the Applicant authorises the Credit Provider to deduct the monthly instalments from the bank account specified below via a debit order. All debit order deductions will be aligned with the Repayment Date, which will be the salary date of the Applicant as specified below. The Applicant will ensure there are enough funds in his/her account on the Repayment Date and agrees to pay any bank charges for this debit order authority and instruction. The Credit Provider may track the Applicant's account every day until the Applicant has paid off everything the Applicant owes for that repayment cycle. Should the Credit Provider become aware of a change to the salary date or the bank account details of the Applicant, the Credit Provider has the right to change the debit order details accordingly. The Applicant agrees to let the Credit Provider know of any changes to the Applicant's salary date, bank account details or the date on which there are enough funds in the Applicant's bank account to cover the repayment amount. If the Repayment Date falls on a Sunday or a public holiday, the Applicant agrees that the Credit Provider may deduct the repayment amount from the Applicant's salary or debit the Applicant's bank account on the first business day thereafter. The Applicant agrees that this debit order authority and mandate will apply to any amendments or extensions of the Loan Agreement. The Applicant understands that cancellation of this debit order authority and mandate will not cancel the Loan Agreement and that any amounts deducted from the Applicant's salary or withdrawn from the Applicant's bank account under this authority cannot be claimed back if they were legally owed to the Credit Provider. The Applicant acknowledges that the Credit Provider may cede or assign (give) this debit order authority and mandate to a third party or another credit provider if it has also ceded or assigned the Loan Agreement to that third party or credit provider.

LOANS APPLICATION FORM

Fundi, Constantia Park,
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park
PO Box 5287, Weltevreden Park 1715

Tax Invoice
VAT No: 4550176798 | Initiation & admin fee are VAT inclusive

Call Centre: 0860 55 55 44
Fax No: 086 633 3832 | 086 6333841/3
Email: fundiapplications@fundi.co.za
www.fundi.co.za
Version Number 2

Know more. Be more. 
FUNDI
(Formerly known as Edu-Loan)

ANNEXURE: TERMS AND CONDITIONS (CONT.)

PART B

4. EARLY SETTLEMENT AND ACCOUNT TERMINATION BY APPLICANT

- 4.1 The Applicant understands that he/she may at any time, and without penalty, terminate the Loan Agreement by paying the settlement amount owed to the Credit Provider.
- 4.2 Should the Applicant decide to settle or terminate the Loan Agreement, a request for a settlement amount may be made to the Credit Provider at the contact number 0860 55 55 44. The settlement amount provided by the Credit Provider shall be the total of the unpaid balance of the principal debt, the unpaid interest charges and all other fees and charges up to the settlement date, and further, will be valid for the period stated on the settlement letter provided to the Applicant.
- 4.3 Take note that the cancellation of the salary deduction instruction, due to the early settlement and/or additional payments made on the account before the date of the last instalment agreed to by the Parties, may take up to 2 (two) months. However, any instalment received by the Credit Provider during this period after the loan has been settled in full will be refunded to the Applicant if due to him/her.
- 4.4 Notwithstanding the provisions of 4.1 and 4.2 above, in order to validly cancel the Loan Agreement the Applicant must cancel directly with the Educational Institution as well as with the Credit Provider by providing a written notice of cancellation and/or termination.
- 4.5 Should cancellation or termination of the loan take place after the funds have been paid over to the Service Provider, whether or not a confirmation slip has been issued, the Applicant will be liable to pay over the funds to the Credit Provider.

5. STATEMENTS

- 5.1 The Applicant requests that the Credit Provider issues statements of account ("statement") at three-month intervals.
- 5.2 The Credit Provider will make available to the Applicant a statement on any existing loan, setting out all charges levied, all payments received and the balance outstanding. This statement of account can be viewed and printed from the www.myFundi.co.za after registering as a user.
- 5.3 The Applicant may dispute all or part of the statement provided for by sending the Credit Provider a written notice to this effect.

6. DEFAULT AND DEFAULT ADMINISTRATION COSTS

- 6.1 Default in terms of this Loan Agreement occurs if:
 - 6.1.1 The Applicant fails to make payments that are due in terms of the Loan Agreement;
 - 6.1.2 The Applicant fails to comply with the terms and conditions of the Loan Agreement;
 - 6.1.3 An administration order in respect of the Applicant or his surety is issued;
 - 6.1.4 A judgment is granted against the Applicant and same is not settled or rescinded within 30 (thirty) days from the date thereof;
 - 6.1.5 The Applicant furnishes any incorrect and/or untrue information regarding himself and/or his financial position to the Credit Provider.
- 6.2 The Credit Provider may track the Applicant's account every day until the Applicant has repaid the loan advanced in terms of this Loan Agreement in full. A NAEDO (Non-Authenticated Early Debit Order) tracker will be placed on the Applicant's account in the event there is any money in arrears and the Applicant authorises the Credit Provider to collect the amount in arrears by way of a NAEDO debit order.
- 6.3 Implication of default mentioned in 6.1:

The Credit Provider will provide the Credit Bureaux with information about the negative payment history of the Applicant, which will affect the Applicant's payment profile at the Credit Bureaux. This may negatively affect the Applicant's credit status at any organisation making enquiries at the Credit Bureaux. Also, legal action process, which may result in additional costs to the Applicant and as detailed below in 6.4, will be instituted against the Applicant.
- 6.4 In the event that the Applicant defaults, the following process will be followed by the Credit Provider:
 - 6.4.1 Provide the Applicant with written notice of such default demanding that the Applicant rectify the default; and
 - 6.4.2 Advise him/her that he/she may refer this Loan Agreement to a debt counsellor and an alternative dispute resolution, consumer court or, if applicable, an ombud with jurisdiction;
 - 6.4.3 The Credit Provider may require payment by the Applicant of default administration charges in respect of each letter necessarily written in terms of Part C of Chapter 6 of the National Credit 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. In addition, and if applicable, the Credit Provider may charge collection costs, which 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 National Credit 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, whichever is applicable to the enforcement of the Loan Agreement.
 - 6.4.4 The Credit Provider may approach the court for an order to enforce the Loan Agreement only if, at that time, the Applicant is in default and has been in default under the Loan Agreement for at least 20 (twenty) business days and: (a) at least 10 (ten) business days have elapsed since the Credit Provider delivered a notice to the Applicant as contemplated in Section 86(9), or Section 129(1) of the National Credit Act, as the case may be; (b) in the case of a notice contemplated in Section 129(1), the Applicant has –
 - (i) not responded to that notice; or
 - (ii) responded to the notice by rejecting the Credit Provider's proposals.
 - 6.4.5 The Credit Provider will provide the Applicant at least 20 (twenty) business days' notice of its intention to report to the Credit Bureaux adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant.
 - 6.4.6 The Credit Provider may report adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant to the Credit Bureaux if the Applicant does not bring the payments due under the Loan Agreement up to date within the 20 (twenty) business days' notice. The Applicant's credit profile at the Credit Bureaux and credit worthiness may be negatively affected by the adverse information held by the Credit Bureaux.
 - 6.4.7 The Credit Provider may request the Service Provider, if legally possible and at the sole and absolute discretion of the Credit Provider, to withhold the academic results of the Student in terms of the agreement between the Credit Provider and the Service Provider.
- 6.5 In the event of such default the Credit Provider will be entitled at its own and absolute discretion and after consultation, to extend the repayment period agreed to in Part A for a required period of months needed to repay the loan in full not allowing the instalment to exceed the instalment agreed to in Part A except where the instalment due is less than agreed to.
- 6.6 The interest is calculated and charged as more fully detailed in 3.3. and 3.4 above and is debited to the Applicant's account as agreed in A4 and A5 of Part A.

7. ACCOUNT TERMINATION BY CREDIT PROVIDER

In the event of a default as mentioned in 6, the Credit Provider may terminate the Loan Agreement according to the provisions of the National Credit Act.

8. ADDRESSES FOR RECEIVING OF DOCUMENTS

- 8.1 The Applicant chooses the physical address as provided in Part A, for the serving of legal notices. The postal address will be used for the sending of other notices and documentation, for example the statement of account if no email address has been provided by the Applicant in Part A of the Loan Agreement.
- 8.2 The Credit Provider chooses its physical address as set out in Part A of the Loan Agreement for the serving of legal notices and other documentation or the Applicant may forward such documentation to legal@fundi.co.za or fax it to 086 632 4445.
- 8.3 Both parties agree to inform the other of the change of the notice address, postal address, telefax number or email address as soon as possible after any such change. The change will be effective on the 5th (fifth) business day after receipt of such notice.
- 8.4 The parties agree that the notice will only be valid if it is in writing and sent to the address as stipulated in Part A of the Loan Agreement.

9. INFORMATION DISCLOSURE

- 9.1 The Credit Provider shall not disclose any confidential information obtained in the course of executing the Loan Agreement to outside third parties unless obliged to do so by law or a court order or where consent has been provided in terms of these terms and conditions and as recorded in this Part B of the Loan Agreement.
- 9.2 By entering into the Loan Agreement the Applicant acknowledges, agrees and/or condones that the Credit Provider may provide to any of the Credit Bureaux listed in 9.6 below, any adverse information in the format prescribed by such Credit Bureaux and provided for by the National Credit Act. Such Credit Bureaux provide a credit profile and possibly a credit score on the credit worthiness of the person subject to the record.
- 9.3 The Applicant consents to the Credit Provider forwarding, at its sole and absolute discretion, adverse information relating to the Loan Agreement to the Service Provider and, without limiting the foregoing, in the event of default or if the Student and/or the Applicant is reasonably believed to have fraud.
- 9.4 The Credit Provider may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on the Applicant's account or Loan Agreement that gives the Credit Provider reasonable cause to suspect that the conduct is of a fraudulent nature.
- 9.5 By making the application for funding on the terms set herein, the Applicant consents and/or ratifies to the Credit Provider obtaining from the Credit Bureau and/or National Loan Register the Applicants credit record and payment history and, without derogating from the foregoing, that the Credit Provider can elect not to provide the finance applied for immediately on receipt of any information that the Applicant has failed his/her affordability test as prescribed by the National Credit Act.

Initial:

--	--

Applicant Spouse

9.6 The Applicant has the right to contact the Credit Bureau with the following contact details to have the Applicant's record disclosed and to request the correction of inaccurate information:

Compuscan
Telephone: 021 888 6000
Email: info@compuscan.co.za

Expert Decision Systems XDS
Telephone: 011 645 9100
Email: info@xds.co.za

Experian Credit Bureau
Telephone: 0861 105 665
Email: info@experian.co.za

TransUnion Credit
Telephone: 011 214 6000
Email: Disputeinfo@transunion.co.za

10. DISPUTE RESOLUTION

- 10.1 The Applicant agrees that in the event of any dispute or complaint he/she will inform the Credit Provider thereof in writing in order to resolve the issue at hand. The Applicant may forward the notice to legal@Fundi.co.za or fax it to 086 632 4445.
- 10.2 In terms of the National Credit Act the Applicant may also attempt to resolve any complaint or dispute regarding the Loan Agreement by:
 - 10.2.1 alternative dispute resolution;
 - 10.2.2 referring the complaint or dispute to the National Credit Regulator established in terms of the National Credit Act; or
 - 10.2.3 by making an application to the National Consumer Tribunal established in terms of the National Credit Act.
- 10.3 The National Credit Regulator may be contacted on 0860 627 627 / info@NCR.org.za and the National Consumer Tribunal may be contacted at 012 663 5615 / 0860 627 627.

11. PAYMENTS TO INTERNATIONAL EDUCATIONAL INSTITUTIONS

- 11.1 The Credit Provider will finance South African students studying abroad as well as foreign students studying in the designated country or abroad. The Applicant must, however, work and reside in South Africa.
- 11.2 The Credit Provider will make all payments in the South African Rand currency and in terms of the South African Banking and payment system. For avoidance of doubt, the monies stipulated in the loan application will be paid in South African Rands directly to the International Educational institution. In the event of a shortfall in the fees due to currency fluctuations or foreign exchange, the Applicant will be liable to pay the International Educational institution the outstanding amounts.
- 11.3 The Applicant will responsible for all bank charges.
- 11.4 Loan payments will take up to 45 days from date of approval to be paid into the International Educational Institution account.
- 11.5 The Credit Provider may at any time offset exchange rate fluctuations for payments to International Educational Institutions.

12. WARRANTIES IN RESPECT OF EQUIPMENT

- 12.1 Fundi Technologies (Pty) Ltd warrants that the warranty on the Equipment, which is given by the Service Provider, is valid for a period of ____year(s) from the date of delivery of the Equipment by the Service Provider to the Student. The accessories (if any) to the Equipment, also given by the Service Provider, is valid for ____ year(s).
- 12.2 The warranty on Equipment specifically excludes cracked screens and any form of negligence by the Applicant and/or Student, detected by the Service Provider.
- 12.3 The Applicant warrants that the Student will be and remain the beneficiary of the Equipment until the loan advanced herein has been settled in full.

13. GENERAL

- 13.1 Any agreed changes to this Loan Agreement will be made in writing and signed by both parties to the agreement or electronically voice recorded by the Credit Provider. The Credit Provider will within 20 (twenty) business days after the date of agreed change to the Loan Agreement deliver to the Applicant by way of email, postal or fax as agreed to by the parties at the time of the amendment, a document reflecting the agreed amendments. The amended agreement will not create a new Loan Agreement unless clearly stated.
- 13.2 The Loan Agreement will be governed by the Laws of the Republic of South Africa.
- 13.3 Where available a translated version of the Loan Agreement will be provided to the Applicant upon request. Should any ambiguities occur in the translated version of the terms and conditions, the English version will get preference.
- 13.4 The Credit Provider may without consent or notice to the Applicant, cede and/or delegate any of its rights and/or obligations under this Loan Agreement.
- 13.5 The Applicant may apply to a debt counsellor to be declared over-indebted by following the following procedures, but not after the Credit Provider has started legal action in terms of 6.3 above:
 - 13.5.1 Inform the Credit Provider of the Applicant's intention of initiating the debt counselling process by contacting the Fundi Call Centre at 0860 55 55 44;
 - 13.5.2 The Applicant must visit any debt counsellor of his/her choice and provide the debt counsellor with his/her income and expense information;
 - 13.5.3 Should the debt counsellor determine that the Applicant is over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of the Applicant's agreements to be reckless, if applicable, or that the obligations of the Applicant be rearranged;
 - 13.5.4 The debt counsellor will guide the Applicant through the process of debt counselling.
- 13.6 If at any time, any of the terms or conditions is found to be illegal, unenforceable or invalid in whole or in part, then the remaining portion of such terms and conditions will remain binding and in full force and effect.
- 13.7 In the event that the student cancels his/her studies, and a credit amount reflects on his/her student account at the Service Provider as a result of such cancellation, the amount will be credited to the Credit Provider account. The same will be applicable when the Credit Provider makes a payment of a loan amount that is in excess of the amount due to the Service Provider.
- 13.8 In the event of death or retrenchment of the Applicant, the outstanding balance will be regarded as being repaid in full, provided that no amounts payable and due at that stage are in arrears.
- 13.9 Any commission to be paid to an agent for assisting with the completion of the agreement will have no influence on the Applicant's cost of credit and will be the same as an agreement where no agent has assisted the Applicant.
- 13.10 To the maximum extent permitted by law, the Applicant hereby agrees that the Credit Provider may, without further notice to the Applicant, cede all or part of the Credit Provider's rights and/or delegate all or any part of the Credit Provider's obligations under this Agreement, either absolutely or as collateral to any person, Third Party or Credit Provider, even if such cession or assignment by the Credit Provider results in ceding its Loan Book to a Third Party or Credit Provider.

14. DECLARATION

The Applicant:

- 14.1 The Applicant acknowledges that it selected the Credit Provider for the advance of the loan and that Fundi Technologies will source the Equipment, it being recorded that the Service Provider of the Equipment, in the case of Equipment finance, may not have been approved by the Applicant or Student. Accordingly, the Applicant agrees to indemnify the Credit Provider and Fundi Technologies and to hold them harmless against any loss or damages from any cause arising which the Applicant and/or the Student may sustain or incur by virtue of any act or omission of the Service Provider in relation to the Equipment financed in terms of this Agreement read with the FundiTools Application Form.
- 14.2 Confirms that he/she applied for a loan with the Credit Provider and that the information furnished therein is to his/her knowledge and belief, true and correct and that no information required for evaluating the Loan/credit application has been omitted and acknowledges that subject to the correctness thereof, if approved, the application will constitute a binding Loan Agreement;
- 14.3 Confirms that the Applicant and Student understand that the Credit Provider will take legal action against any person who commits any act that can be defined as fraudulent. The Credit Provider will be entitled, without limitation, to open a case of fraud against the perpetrator and will forward such details to the Service Provider, which will further be entitled to take any action it deems fit;
- 14.4 Understands that the Credit Provider is not an agent or representative of the Service Provider except for the purpose of administering the Persal and/or Persol code and/or the SASSA system as agreed between the Credit Provider and the Service Provider and cannot be held responsible if the Service Provider fails to deliver educational services to the Student;
- 14.5 Acknowledges and consents to the Credit Provider using Nu-Pay for payment requests made from the Applicant's bank account in terms of Part A;
- 14.6 Declares that by signing this Loan Agreement, he/she acknowledges that he/she fully understands the risks, costs and obligations associated with entering into the Loan Agreement, can afford it and that such portion of the Loan Agreement that required explanation has been fully explained to his/her satisfaction.

SIGNED AT _____ ON THIS ____ DAY OF _____

Applicant

Spouse (if married in Community of Property to Applicant)

Witness

Witness

Initial:

--	--

 Applicant Spouse

SECTION B

I am able to do the following on a computer:

- Save a document in Word Yes No
- Save a document as a file Yes No
- Create folders to organise files Yes No
- Find saved documents Yes No
- Send e-mails Yes No
- Attach documents to e-mails Yes No
- Do research on the internet Yes No

SECTION C

VERY IMPORTANT

Note: If you have applied for the ADE qualification and are not computer literate, we recommend that you attend a 2-day Computer Literacy workshop @ R1 500

Computer Literacy – 2-Day workshop

US 115433 – Demonstrate basic computer literacy in school management,
NQF 3 (4 credits) – 10 PD Points

Course fee: R1 500 cash Or

Loan amount	No of Instalments	Instalment amount	Tick here if you choose this option
R1 500	12	R200.85	<input type="checkbox"/>

NB: I acknowledge that I need to bring my own laptop and modem to access the internet for the 2-day Computer Literacy Workshop.

Initial

Edutel Skills Development banking details:

Bank: ABSA
Account Holder: Edutel Skills Development
Branch Code: 630156
Account No: 4053498561

Please include your ID number as reference when making a deposit

SECTION D

Credit Card Option (5.7% Levy Payable) Type: VISA MASTER OTHER

Total Cash Amount R -

Budget Account 3 Months 6 Months 12 Months 24 Months

Name as it appears on card: _____

Credit Card Number

Expiry date on Credit Card

Last three digits on back of credit card

Signature of Cardholder: _____

SECTION E

By signing below you will be signifying your acceptance of the Terms and Conditions that apply to this application, being those set out in Appendix 1 to this application.

SIGNED AT ON THISDAY OF YEAR.....

SIGNATURE OF STUDENT

CENTRES FOR COMPUTER LITERACY TRAINING (Select one only)

CONTACT CENTRES:

Please indicate the nearest centre where you wish to attend your computer literacy training (pending numbers). Please note that if there is not sufficient numbers of students at a centre, you will need to attend at the nearest alternative centre.

GAUTENG

Johannesburg

Pretoria

FREE STATE

Bloemfontein

LIMPOPO

Polokwane

NORTHWEST PROVINCE

Klerksdorp

Mafikeng

EASTERN CAPE

Mthatha

East London

KWAZULU NATAL

Durban

Empangeni

Kokstad

MPUMALANGA

Nelspruit

All learners who register between 1 March 2018 and 31 August 2018 will attend the 2-day computer training session on **1-2 October 2018**.

TERMS AND CONDITIONS

Your Enrolment

1. If this Application is accepted by us, it will, from the time of acceptance, become a valid and binding contract between us and you.

Our Responsibilities

2. We will, as soon as possible after receiving this Application, consider it and notify you whether or not it has been accepted.
3. If this Application is accepted, we will make sure that you receive, in good time, the appropriate study material for the Course.
4. We will ensure that all approvals of the Education and Training Quality Assurance bodies ("ETQAs") in relation to the Course are retained.
5. We will ensure that such appropriately qualified personnel as are necessary for the conduct of the Course are assigned to you.
6. Once you have been found competent by us in relation to the Course, and such competence has been verified by an ETQA, we will issue the relevant Certificate of Competence to you or in the case of non-credit bearing workshops you will receive a Certificate of Attendance.
7. In cases of credit bearing programmes, we will grant you two years to complete the course you have registered for.
8. If you register for a CPTD workshop and Edutel doesn't get the required number of learners (at Edutel's discretion), Edutel will notify you to either attend at another venue or to postpone your workshop to the next school holiday.

Your Responsibilities

9. You must, if we require it, make available to us the originals of all documents relevant to this Application. You must take note of the requirements for the Course, as well as the minimum requirements in order to pass the Course and be declared competent on the relevant unit standards.
10. You must also avail yourself of all contact session times and venues in relation to the Course.
11. It is your responsibility to ensure that assignments reach us or the institute concerned on time.
12. The student also agrees to register with SACE for CPTD in line with the implementation time frame of SACE. Edutel will not be able to upload CPTD points earned, should you not have registered yourself with SACE for this purpose, and confirm your registration with Edutel by providing Edutel with the necessary registration details.
13. The responsibility lies with you to make sure if your course will earn CPTD points or not. All CPTD bearing courses are listed on this application form and by signing it, you confirm that you have taken notices of them.
14. It is the responsibility of the student to confirm with his/her employer whether the course would be recognised as Edutel cannot guarantee such recognition.
15. You agree to inform your employer about the fact that you have registered for this course and in case of credit bearing courses, you will ensure that you will get yourself a mentor in your workplace to mentor you on the performance criteria of the course you have registered for. You also agree to inform Edutel in writing as to who this mentor is and provide us with a CV, confirming his/her competence in this regard.
16. It remains your responsibility to avail yourself of the SAQA lifespan of the qualification or unit standard/s you have registered for with regard to its expiry date/last date of registration/last date of achievement.

Fees

17. You must pay the fees for the Course in accordance with Section C of this Application.
18. In case of credit bearing courses, first-time assessment fees are included in the Course fees. Re-assessment fees need to be paid separately if you are not found competent the first time.

Your Declarations

19. You declare that –
 - 19.1 the information provided in this Application is both true and correct;
 - 19.2 all copies provided are true copies of the originals thereof; and
 - 19.3 you are aware of the curriculum and qualification of the Course.

Copyright

20. Copyright subsists in all study material provided to you in relation to the Course. Any unauthorised reproduction or adaptation thereof will constitute an act of copyright infringement, leaving the offender liable for civil law copyright infringement and, in certain circumstances, criminal prosecution.

Your Right to Cancel

21. You may cancel your enrolment for the Course at any time before you receive the study material.
22. If you exercise your right to cancel in terms of paragraph 21 above, you will be charged a cancellation fee equal to 10% of the full course fees, plus VAT, which compensates us for some of the costs that we have incurred in respect of your Application and its acceptance.
23. If you cancel your enrolment at any other time or otherwise give up your studies you will remain liable for the full course fees.

Legal Action

24. You hereby consent to the jurisdiction of the Magistrates' Court for purposes of any legal action we may take against you as a result of your failure to comply with any of your obligations in terms of this Application.
25. You accept and agree that, if we take any legal action against you, you will be liable for any and all costs incurred by us in doing so, including costs on an attorney and own client scale.
26. A certificate signed by any of our managers (whose designation, appointment or authority it shall not be necessary to prove), as to the existence and amount of your indebtedness to us at any time and/or any other fact matter or thing relating to your indebtedness to us, shall be *prima facie* proof of the contents and correctness thereof and of the amounts of all your indebtedness for the purposes of provisional sentence or summary judgment, or any other proceedings against you in any competent court and shall be valid as a liquid document for such purposes.

General Terms

27. You accept and agree that the street address provided by you in Section A of this Form shall be your chosen address for service of legal and other process arising from this Application.
28. You cannot transfer or delegate any of your rights or duties under this Application, or under any part hereof, without our written consent.
29. We can transfer or delegate any of our rights and duties under this Application, or under any part hereof, upon notice to you.
30. In case of distance learning programme, you nominate the South African Post Office as the only agent to be used by Edutel to dispatch your learning material to you.

Applicant's signature: _____

Date: _____

LOANS APPLICATION FORM

Fundi, Constantia Park,
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park
PO Box 5287, Weltevreden Park 1715

Call Centre: 0860 55 55 44
Fax No: 086 633 3832 | 086 6333841/3
Email: fundiapplications@fundi.co.za
www.fundi.co.za
Version Number 2



Tax Invoice
VAT No: 4550176798 | Initiation & admin fee are VAT inclusive

APPLICANT'S DETAILS

A1

Title: _____ Surname: _____ Name: _____ Physical address: (domicile) _____ Postal address: _____ Code: _____ Code: _____ Email address: _____	ID No: _____ Tel (work): _____ Tel (home): _____ Tel (Payroll officer): _____ Cell: _____ Employer: _____ Occupation: _____ Income Status: <input type="checkbox"/> Permanent <input type="checkbox"/> Contract worker <input type="checkbox"/> Temporary Employee No: _____ Years in service: _____
--	---

Race (Research and Reporting on Statistics): Black Asian Coloured White
 Gender: Female Male
 Marital status: Married Single COP Divorced ANC Widowed
 No. of Dependents: _____

STUDENT'S DETAILS

A2

If details correspond with the above, just tick the box (if applicant / student is the same person).

Title: _____ Surname: _____ Full names: _____ ID No: _____ Email address: _____ Tel (work): _____ Cell: _____ Course Faculty: _____	University or Institution: _____ Student No: _____ Course studying: _____ Year of Study: 1 2 3 4+ Course type: <input type="checkbox"/> Certificate/Diploma <input type="checkbox"/> Undergraduate <input type="checkbox"/> Post-Graduate <input type="checkbox"/> Other Same as applicant <input type="checkbox"/>
--	--

APPLICANT'S INCOME INFORMATION

A3

Monthly gross salary (i.e. before company deductions and other company contributions) R						COMMENTS RELATING TO INCOME
Net monthly company salary (cash salary) (i.e. after company deductions and tax) R						
Other income (i.e. maintenance, pensions, rental income, etc.) R						
Total monthly expenses (i.e. food, clothes, insurance, housing etc.) R						
Other monthly debt repayments (i.e. home loan, car loan, other loans) R						
Disposable (Net) income R						

PAYMENT HISTORY

Are you currently under or have you applied for debt review, sequestration, liquidation or administration? Yes No
 If married in community of property, is your spouse currently under or has applied for debt review, sequestration, liquidation or administration? Yes No

QUOTATION:

A4

<input type="checkbox"/> Study Loan <input type="checkbox"/> Book Loan <input type="checkbox"/> Accommodation Loan <input type="checkbox"/> International Study Loan (refer to Point 11 on the T&Cs) <input type="checkbox"/> Educational Tools (For example laptop or tablet)	Loan amount: R 1 500.00 Interest: R 191.20 Initiation fee (charged upfront; incl. VAT): R 504.00 Total monthly service fees (included in instalment; incl. VAT): R 215.00 Total amount repayable: R 2 410.20 Number of monthly instalments: 12 Monthly instalment amount: R 200.85 Annual Interest Rate: _____% Repayment Schedule: Repayment Date: (This date is the same as the Applicant's salary date.) _____ The first payment will begin on _____ and monthly thereafter for _____ months with the final payment to be made on _____
Payment of the loan amount and foreign transfer payment is made directly by the Credit Provider to the Service Provider. If the Student cancels his/her studies at the Service Provider, any credit on the Student's account will be credited to Fundi's account to offset administration costs incurred.	

PAYMENT OR DEBIT ORDER INFORMATION

A5

The Parties agree that the Credit Provider will advance the Loan Amount to the Applicant and pay it to the above Educational Institution for the above student. The Applicant undertakes to repay the Total Amount repayable in the number of monthly instalments as detailed in the Repayment Schedule above. Where applicable, the Applicant authorises his/her Employer specified above to deduct the monthly instalments from his/her salary. Any charges levied by the Employer to effect the salary deduction will be for the account of the Applicant and the Employer will recover the costs directly from the Applicant's salary. If the Credit Provider does not have a deduction agreement with the Applicant's Employer, or if a salary deduction cannot be executed or is not applicable, the Applicant authorises the Credit Provider to deduct the monthly instalments from the bank account specified below via a debit order. All debit order deductions will be aligned with the Repayment Date, which will be the salary date of the Applicant as specified below. The Applicant will ensure there are enough funds in his/her account on the Repayment Date and agrees to pay any bank charges for this debit order authority and instruction. The Credit Provider may track the Applicant's account every day until the Applicant has paid off everything the Applicant owes for that repayment cycle. Should the Credit Provider become aware of a change to the salary date or the bank account details of the Applicant, the Credit Provider has the right to change the debit order details accordingly. The Applicant agrees to let the Credit Provider know of any changes to the Applicant's salary date, bank account details or the date on which there are enough funds in the Applicant's bank account to cover the repayment amount. If the Repayment Date falls on a Sunday or a public holiday, the Applicant agrees that the Credit Provider may deduct the repayment amount from the Applicant's salary or debit the Applicant's bank account on the first business day thereafter. The Applicant agrees that this debit order authority and mandate will apply to any amendments or extensions of the Loan Agreement. The Applicant understands that cancellation of this debit order authority and mandate will not cancel the Loan Agreement and that any amounts deducted from the Applicant's salary or withdrawn from the Applicant's bank account under this authority cannot be claimed back if they were legally owed to the Credit Provider. The Applicant acknowledges that the Credit Provider may cede or assign (give) this debit order authority and mandate to a third party or another credit provider if it has also ceded or assigned the Loan Agreement to that third party or credit provider.

LOANS APPLICATION FORM

Fundi, Constantia Park,
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park
PO Box 5287, Weltevreden Park 1715

Tax Invoice
VAT No: 4550176798 | Initiation & admin fee are VAT inclusive

Call Centre: 0860 55 55 44
Fax No: 086 633 3832 | 086 6333841/3
Email: fundiapplications@fundi.co.za
www.fundi.co.za
Version Number 2

Know more. Be more. 
FUNDI
(Formerly known as Edu-Loan)

ANNEXURE: TERMS AND CONDITIONS (CONT.)

PART B

4. EARLY SETTLEMENT AND ACCOUNT TERMINATION BY APPLICANT

- 4.1 The Applicant understands that he/she may at any time, and without penalty, terminate the Loan Agreement by paying the settlement amount owed to the Credit Provider.
- 4.2 Should the Applicant decide to settle or terminate the Loan Agreement, a request for a settlement amount may be made to the Credit Provider at the contact number 0860 55 55 44. The settlement amount provided by the Credit Provider shall be the total of the unpaid balance of the principal debt, the unpaid interest charges and all other fees and charges up to the settlement date, and further, will be valid for the period stated on the settlement letter provided to the Applicant.
- 4.3 Take note that the cancellation of the salary deduction instruction, due to the early settlement and/or additional payments made on the account before the date of the last instalment agreed to by the Parties, may take up to 2 (two) months. However, any instalment received by the Credit Provider during this period after the loan has been settled in full will be refunded to the Applicant if due to him/her.
- 4.4 Notwithstanding the provisions of 4.1 and 4.2 above, in order to validly cancel the Loan Agreement the Applicant must cancel directly with the Educational Institution as well as with the Credit Provider by providing a written notice of cancellation and/or termination.
- 4.5 Should cancellation or termination of the loan take place after the funds have been paid over to the Service Provider, whether or not a confirmation slip has been issued, the Applicant will be liable to pay over the funds to the Credit Provider.

5. STATEMENTS

- 5.1 The Applicant requests that the Credit Provider issues statements of account ("statement") at three-month intervals.
- 5.2 The Credit Provider will make available to the Applicant a statement on any existing loan, setting out all charges levied, all payments received and the balance outstanding. This statement of account can be viewed and printed from the www.myFundi.co.za after registering as a user.
- 5.3 The Applicant may dispute all or part of the statement provided for by sending the Credit Provider a written notice to this effect.

6. DEFAULT AND DEFAULT ADMINISTRATION COSTS

- 6.1 Default in terms of this Loan Agreement occurs if:
 - 6.1.1 The Applicant fails to make payments that are due in terms of the Loan Agreement;
 - 6.1.2 The Applicant fails to comply with the terms and conditions of the Loan Agreement;
 - 6.1.3 An administration order in respect of the Applicant or his surety is issued;
 - 6.1.4 A judgment is granted against the Applicant and same is not settled or rescinded within 30 (thirty) days from the date thereof;
 - 6.1.5 The Applicant furnishes any incorrect and/or untrue information regarding himself and/or his financial position to the Credit Provider.
- 6.2 The Credit Provider may track the Applicant's account every day until the Applicant has repaid the loan advanced in terms of this Loan Agreement in full. A NAEDO (Non-Authenticated Early Debit Order) tracker will be placed on the Applicant's account in the event there is any money in arrears and the Applicant authorises the Credit Provider to collect the amount in arrears by way of a NAEDO debit order.
- 6.3 Implication of default mentioned in 6.1:

The Credit Provider will provide the Credit Bureaux with information about the negative payment history of the Applicant, which will affect the Applicant's payment profile at the Credit Bureaux. This may negatively affect the Applicant's credit status at any organisation making enquiries at the Credit Bureaux. Also, legal action process, which may result in additional costs to the Applicant and as detailed below in 6.4, will be instituted against the Applicant.
- 6.4 In the event that the Applicant defaults, the following process will be followed by the Credit Provider:
 - 6.4.1 Provide the Applicant with written notice of such default demanding that the Applicant rectify the default; and
 - 6.4.2 Advise him/her that he/she may refer this Loan Agreement to a debt counsellor and an alternative dispute resolution, consumer court or, if applicable, an ombud with jurisdiction;
 - 6.4.3 The Credit Provider may require payment by the Applicant of default administration charges in respect of each letter necessarily written in terms of Part C of Chapter 6 of the National Credit 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. In addition, and if applicable, the Credit Provider may charge collection costs, which 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 National Credit 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, whichever is applicable to the enforcement of the Loan Agreement.
 - 6.4.4 The Credit Provider may approach the court for an order to enforce the Loan Agreement only if, at that time, the Applicant is in default and has been in default under the Loan Agreement for at least 20 (twenty) business days and: (a) at least 10 (ten) business days have elapsed since the Credit Provider delivered a notice to the Applicant as contemplated in Section 86(9), or Section 129(1) of the National Credit Act, as the case may be; (b) in the case of a notice contemplated in Section 129(1), the Applicant has –
 - (i) not responded to that notice; or
 - (ii) responded to the notice by rejecting the Credit Provider's proposals.
 - 6.4.5 The Credit Provider will provide the Applicant at least 20 (twenty) business days' notice of its intention to report to the Credit Bureaux adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant.
 - 6.4.6 The Credit Provider may report adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant to the Credit Bureaux if the Applicant does not bring the payments due under the Loan Agreement up to date within the 20 (twenty) business days' notice. The Applicant's credit profile at the Credit Bureaux and credit worthiness may be negatively affected by the adverse information held by the Credit Bureaux.
 - 6.4.7 The Credit Provider may request the Service Provider, if legally possible and at the sole and absolute discretion of the Credit Provider, to withhold the academic results of the Student in terms of the agreement between the Credit Provider and the Service Provider.
- 6.5 In the event of such default the Credit Provider will be entitled at its own and absolute discretion and after consultation, to extend the repayment period agreed to in Part A for a required period of months needed to repay the loan in full not allowing the instalment to exceed the instalment agreed to in Part A except where the instalment due is less than agreed to.
- 6.6 The interest is calculated and charged as more fully detailed in 3.3. and 3.4 above and is debited to the Applicant's account as agreed in A4 and A5 of Part A.

7. ACCOUNT TERMINATION BY CREDIT PROVIDER

In the event of a default as mentioned in 6, the Credit Provider may terminate the Loan Agreement according to the provisions of the National Credit Act.

8. ADDRESSES FOR RECEIVING OF DOCUMENTS

- 8.1 The Applicant chooses the physical address as provided in Part A, for the serving of legal notices. The postal address will be used for the sending of other notices and documentation, for example the statement of account if no email address has been provided by the Applicant in Part A of the Loan Agreement.
- 8.2 The Credit Provider chooses its physical address as set out in Part A of the Loan Agreement for the serving of legal notices and other documentation or the Applicant may forward such documentation to legal@fundi.co.za or fax it to 086 632 4445.
- 8.3 Both parties agree to inform the other of the change of the notice address, postal address, telefax number or email address as soon as possible after any such change. The change will be effective on the 5th (fifth) business day after receipt of such notice.
- 8.4 The parties agree that the notice will only be valid if it is in writing and sent to the address as stipulated in Part A of the Loan Agreement.

9. INFORMATION DISCLOSURE

- 9.1 The Credit Provider shall not disclose any confidential information obtained in the course of executing the Loan Agreement to outside third parties unless obliged to do so by law or a court order or where consent has been provided in terms of these terms and conditions and as recorded in this Part B of the Loan Agreement.
- 9.2 By entering into the Loan Agreement the Applicant acknowledges, agrees and/or condones that the Credit Provider may provide to any of the Credit Bureaux listed in 9.6 below, any adverse information in the format prescribed by such Credit Bureaux and provided for by the National Credit Act. Such Credit Bureaux provide a credit profile and possibly a credit score on the credit worthiness of the person subject to the record.
- 9.3 The Applicant consents to the Credit Provider forwarding, at its sole and absolute discretion, adverse information relating to the Loan Agreement to the Service Provider and, without limiting the foregoing, in the event of default or if the Student and/or the Applicant is reasonably believed to have fraud.
- 9.4 The Credit Provider may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on the Applicant's account or Loan Agreement that gives the Credit Provider reasonable cause to suspect that the conduct is of a fraudulent nature.
- 9.5 By making the application for funding on the terms set herein, the Applicant consents and/or ratifies to the Credit Provider obtaining from the Credit Bureau and/or National Loan Register the Applicants credit record and payment history and, without derogating from the foregoing, that the Credit Provider can elect not to provide the finance applied for immediately on receipt of any information that the Applicant has failed his/her affordability test as prescribed by the National Credit Act.

Initial:

--	--

Applicant Spouse

9.6 The Applicant has the right to contact the Credit Bureau with the following contact details to have the Applicant's record disclosed and to request the correction of inaccurate information:

Compuscan
Telephone: 021 888 6000
Email: info@compuscan.co.za

Expert Decision Systems XDS
Telephone: 011 645 9100
Email: info@xds.co.za

Experian Credit Bureau
Telephone: 0861 105 665
Email: info@experian.co.za

TransUnion Credit
Telephone: 011 214 6000
Email: Disputeinfo@transunion.co.za

10. DISPUTE RESOLUTION

- 10.1 The Applicant agrees that in the event of any dispute or complaint he/she will inform the Credit Provider thereof in writing in order to resolve the issue at hand. The Applicant may forward the notice to legal@Fundi.co.za or fax it to 086 632 4445.
- 10.2 In terms of the National Credit Act the Applicant may also attempt to resolve any complaint or dispute regarding the Loan Agreement by:
 - 10.2.1 alternative dispute resolution;
 - 10.2.2 referring the complaint or dispute to the National Credit Regulator established in terms of the National Credit Act; or
 - 10.2.3 by making an application to the National Consumer Tribunal established in terms of the National Credit Act.
- 10.3 The National Credit Regulator may be contacted on 0860 627 627 / info@NCR.org.za and the National Consumer Tribunal may be contacted at 012 663 5615 / 0860 627 627.

11. PAYMENTS TO INTERNATIONAL EDUCATIONAL INSTITUTIONS

- 11.1 The Credit Provider will finance South African students studying abroad as well as foreign students studying in the designated country or abroad. The Applicant must, however, work and reside in South Africa.
- 11.2 The Credit Provider will make all payments in the South African Rand currency and in terms of the South African Banking and payment system. For avoidance of doubt, the monies stipulated in the loan application will be paid in South African Rands directly to the International Educational institution. In the event of a shortfall in the fees due to currency fluctuations or foreign exchange, the Applicant will be liable to pay the International Educational institution the outstanding amounts.
- 11.3 The Applicant will responsible for all bank charges.
- 11.4 Loan payments will take up to 45 days from date of approval to be paid into the International Educational Institution account.
- 11.5 The Credit Provider may at any time offset exchange rate fluctuations for payments to International Educational Institutions.

12. WARRANTIES IN RESPECT OF EQUIPMENT

- 12.1 Fundi Technologies (Pty) Ltd warrants that the warranty on the Equipment, which is given by the Service Provider, is valid for a period of ____year(s) from the date of delivery of the Equipment by the Service Provider to the Student. The accessories (if any) to the Equipment, also given by the Service Provider, is valid for ____ year(s).
- 12.2 The warranty on Equipment specifically excludes cracked screens and any form of negligence by the Applicant and/or Student, detected by the Service Provider.
- 12.3 The Applicant warrants that the Student will be and remain the beneficiary of the Equipment until the loan advanced herein has been settled in full.

13. GENERAL

- 13.1 Any agreed changes to this Loan Agreement will be made in writing and signed by both parties to the agreement or electronically voice recorded by the Credit Provider. The Credit Provider will within 20 (twenty) business days after the date of agreed change to the Loan Agreement deliver to the Applicant by way of email, postal or fax as agreed to by the parties at the time of the amendment, a document reflecting the agreed amendments. The amended agreement will not create a new Loan Agreement unless clearly stated.
- 13.2 The Loan Agreement will be governed by the Laws of the Republic of South Africa.
- 13.3 Where available a translated version of the Loan Agreement will be provided to the Applicant upon request. Should any ambiguities occur in the translated version of the terms and conditions, the English version will get preference.
- 13.4 The Credit Provider may without consent or notice to the Applicant, cede and/or delegate any of its rights and/or obligations under this Loan Agreement.
- 13.5 The Applicant may apply to a debt counsellor to be declared over-indebted by following the following procedures, but not after the Credit Provider has started legal action in terms of 6.3 above:
 - 13.5.1 Inform the Credit Provider of the Applicant's intention of initiating the debt counselling process by contacting the Fundi Call Centre at 0860 55 55 44;
 - 13.5.2 The Applicant must visit any debt counsellor of his/her choice and provide the debt counsellor with his/her income and expense information;
 - 13.5.3 Should the debt counsellor determine that the Applicant is over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of the Applicant's agreements to be reckless, if applicable, or that the obligations of the Applicant be rearranged;
 - 13.5.4 The debt counsellor will guide the Applicant through the process of debt counselling.
- 13.6 If at any time, any of the terms or conditions is found to be illegal, unenforceable or invalid in whole or in part, then the remaining portion of such terms and conditions will remain binding and in full force and effect.
- 13.7 In the event that the student cancels his/her studies, and a credit amount reflects on his/her student account at the Service Provider as a result of such cancellation, the amount will be credited to the Credit Provider account. The same will be applicable when the Credit Provider makes a payment of a loan amount that is in excess of the amount due to the Service Provider.
- 13.8 In the event of death or retrenchment of the Applicant, the outstanding balance will be regarded as being repaid in full, provided that no amounts payable and due at that stage are in arrears.
- 13.9 Any commission to be paid to an agent for assisting with the completion of the agreement will have no influence on the Applicant's cost of credit and will be the same as an agreement where no agent has assisted the Applicant.
- 13.10 To the maximum extent permitted by law, the Applicant hereby agrees that the Credit Provider may, without further notice to the Applicant, cede all or part of the Credit Provider's rights and/or delegate all or any part of the Credit Provider's obligations under this Agreement, either absolutely or as collateral to any person, Third Party or Credit Provider, even if such cession or assignment by the Credit Provider results in ceding its Loan Book to a Third Party or Credit Provider.

14. DECLARATION

The Applicant:

- 14.1 The Applicant acknowledges that it selected the Credit Provider for the advance of the loan and that Fundi Technologies will source the Equipment, it being recorded that the Service Provider of the Equipment, in the case of Equipment finance, may not have been approved by the Applicant or Student. Accordingly, the Applicant agrees to indemnify the Credit Provider and Fundi Technologies and to hold them harmless against any loss or damages from any cause arising which the Applicant and/or the Student may sustain or incur by virtue of any act or omission of the Service Provider in relation to the Equipment financed in terms of this Agreement read with the FundiTools Application Form.
- 14.2 Confirms that he/she applied for a loan with the Credit Provider and that the information furnished therein is to his/her knowledge and belief, true and correct and that no information required for evaluating the Loan/credit application has been omitted and acknowledges that subject to the correctness thereof, if approved, the application will constitute a binding Loan Agreement;
- 14.3 Confirms that the Applicant and Student understand that the Credit Provider will take legal action against any person who commits any act that can be defined as fraudulent. The Credit Provider will be entitled, without limitation, to open a case of fraud against the perpetrator and will forward such details to the Service Provider, which will further be entitled to take any action it deems fit;
- 14.4 Understands that the Credit Provider is not an agent or representative of the Service Provider except for the purpose of administering the Persal and/or Persol code and/or the SASSA system as agreed between the Credit Provider and the Service Provider and cannot be held responsible if the Service Provider fails to deliver educational services to the Student;
- 14.5 Acknowledges and consents to the Credit Provider using Nu-Pay for payment requests made from the Applicant's bank account in terms of Part A;
- 14.6 Declares that by signing this Loan Agreement, he/she acknowledges that he/she fully understands the risks, costs and obligations associated with entering into the Loan Agreement, can afford it and that such portion of the Loan Agreement that required explanation has been fully explained to his/her satisfaction.

SIGNED AT _____ ON THIS ____ DAY OF _____

Applicant

Spouse (if married in Community of Property to Applicant)

Witness

Witness

Initial:

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 Applicant Spouse