# ENROLMENT APPLICATION FORM – DIPLOMA GRADE R TEACHING – 2026/2027

**P O Box 8210, WESTGATE, 1734, South Africa**
Tel: (011) 760-3668 Fax: (011) 763-8648 E-mail: highereducation@edutel.ac.za

Edutel Higher Education is registered with the Department of Higher Education and Training until 31 December 2027 as a private higher education institution under the Higher Education Act, 1997. Registration certificate No. 2017/HE07/001.

- By completing and submitting this enrolment application form, you are applying to be enrolled as a student for the 3/4 year Diploma in Grade R Teaching and the specific year indicated under Section D Continued.
- In this application, "we", "us" or "our" refer to Edutel Higher Education (Proprietary) Limited and "you" or "your" refer to the individual described in Section A of this application.
- This application includes the terms and conditions attached in Appendix 1.
- You must complete all sections in full and sign in full where indicated.
- You must provide us with a certified copy of your ID, latest salary advice and certified copies of your qualifications **(Grade 12/Matric certificate/ECD, etc.)** with your application. Also include proof of computer literacy course, if attended.
- Please ensure that the documents you submit are not password protected and if it is, that you provide us with the revelent password.

## SECTION A

**STUDENT NUMBER** ☐☐☐☐☐☐☐☐
(If you have enrolled with us before)

**YOUR PERSONAL DETAILS:** Code 999

TITLE ☐☐☐☐ SURNAME ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

FIRST NAMES ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ AGE ☐☐ Years

SEX M ☐ F ☐ MARITAL STATUS SINGLE ☐ MARRIED ☐ DIVORCED ☐ WIDOWED ☐

RACE BLACK ☐ COLOURED ☐ ASIAN ☐ WHITE ☐ HOME LANGUAGE ☐☐☐☐☐☐☐☐☐☐

DISABILITY STATUS Y ☐ N ☐ If yes, please specify: _____

CITIZEN STATUS SA CITIZEN ☐ OTHER ☐ IDENTITY NUMBER ☐☐☐☐☐☐☐☐☐☐☐☐☐

**SACE REGISTRATION NUMBER** ☐☐☐☐☐☐☐

POSTAL ADDRESS ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

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STREET ADDRESS ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

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TEL (H) ☐☐☐ ☐☐☐ ☐☐☐☐ CELL ☐☐☐☐☐☐☐☐☐☐

To receive all Edutel communication, please provide an email address which is YOUR dedicated email address.

E-MAIL ADDRESS ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

**SECTION A (Continued)**

**EMPLOYMENT INFORMATION**

Are you currently employed as an educator? Yes ☐ No ☐

Please provide us with your employment information:

Start date of employment :

Number of years experience in education:

Position:

Province:

Name of school:

Telephone code and number during office hours:

**RELATIVE'S INFORMATION** (Not living with you):

NAME _____

ADDRESS _____

_____ (POSTAL CODE )

TEL. (H) (_____) _____ (W) (_____) _____ FAX (_____) _____

EMPLOYER _____

**SECTION B**

**YOUR SCHOLASTIC/TERTIARY QUALIFICATIONS:**

HIGHEST GRADE PASSED? GRADE

CERTIFICATES COMPLETED: _____

DIPLOMAS COMPLETED: _____

DEGREES COMPLETED: _____

You must be (ICT) Computer Literate to complete the Diploma Grade R Teaching. Please confirm whether you are computer literate by answering the questions below:

ARE YOU (ICT) COMPUTER LITERATE? YES ☐ NO ☐

DO YOU HAVE A CERTIFICATE OR PROOF THAT YOU HAVE COMPLETED A COMPUTER LITERACY (ICT) COURSE? YES ☐ NO ☐

NOTE: PLEASE INCLUDE PROOF WITH THIS APPLICATION.

If you are computer (ICT) literate but don't have a certificate to prove it, sign here to confirm that you are computer (ICT) literate: _____ Sign here

DO YOU HAVE ACCESS TO A COMPUTER ☐ LAPTOP ☐ IPAD ☐ TABLET ☐

If you are not computer (ICT) literate when you register for the Diploma Grade R Teaching, you are requested to complete the declaration below:

## SECTION B

**Declaration of undertaking: (If not Computer Literate)**

I hereby declare that I am aware that I must be computer (ICT) Literate. I undertake to complete the online Computer Literacy workshop that I will receive after registration in order to acquire the skills needed to complete the Diploma in Grade R Teaching. I need to have my own computer with sound or a laptop including data/Wi-Fi to attend the training.

If I do not complete the online ICT workshop presented by Edutel, I undertake to provide Edutel with evidence that I have attended another computer literacy programme at a registered, reputable, training institution.

Signature: _____ Sign here

## SECTION C

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

I, _____ (full names)

Identity Number: _____, as spouse or guardian (delete whichever is not applicable) of the student in Section A of this application, hereby declare that this application is 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: _____ Sign here Date: _____

## SECTION D

**Course required (Tick the option you choose)**

1. Diploma Grade R Teaching ☐

Indicate that you are aware that you need to have your own dedicated e-mail and you need to have access to the internet to access our online Learner Management System (Edutel Online). ☐

_____

Signature Sign here

**SECTION D (continued)**

Please indicate your preference with a tick (✓):

☐ Full time – distance – 3 years

OR

☐ Part time – distance – 4 years

## Full-time – distance – 3 years

**COMPLETE THIS SECTION IF YOU HAVE CHOSEN FULL-TIME – DISTANCE – 3 YEARS. SEE THE NEXT PAGE FOR PART-TIME DISTANCE – 4 YEARS**

**Please indicate which year you are enrolling for:**

First year ☐
Second year ☐
Third year ☐

**Course fee (Tick your preferred option) - you may choose to enrol with access to online study material only (e-book) or enrol and receive both hard copy (printed) study material and online access (e-book).**

☐ **Tick for hard copies and online (e-book) material**

**Course fee (Tick the option you choose)**

Cash: R27 401.00 (one payment) ☐

OR

Terms via Fundi Study Loan (Fundi Study Loans are for government employees only) ☐

| Loan amount | No of Instalments | Instalment amount | Tick your preference |
|---|---|---|---|
| R27 401.00 | 24 | R1 527.19 | |

OR

☐ 3 Consecutive payments of R9 133.66

(Pay 3 equal payments in a row. One per month from the month you enrol)

OR

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

☐ **Tick if you only want online (e-book) material**

(**Note:** Online material can be downloaded for offline use but it cannot be printed)

**Course fee (Tick the option you choose)**

Cash: R25 850.00 (one payment) ☐

OR

Terms via Fundi Study Loan (Fundi Study Loans are for government employees only) ☐

| Loan amount | No of Instalments | Instalment amount | Tick your preference |
|---|---|---|---|
| R25 850.00 | 24 | R1 445.47 | |

OR

☐ 3 Consecutive payments of R8 616.67

(Pay 3 equal payments in a row. One per month from the month you enrol)

OR

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

**SECTION D (continued)**

| | |
|---|---|
| Course fee: | R30 445.55 |
| Deposit required: | R7 611.38 |
| 11 Instalments of | R2 075.83 per month |

Students who pay the full amount in cash or within 3 equal instalments or via Fundi Study Loans receive 10% discount on the course fee of R30 445.55

| | |
|---|---|
| Course fee: | R28 721.93 |
| Deposit required: | R7 180.48 |
| 11 Instalments of | R1 958.31 per month |

Students who pay the full amount in cash or within 3 equal instalments or via Fundi Study Loans receive 10% discount on the course fee of R28 721.93

**Note:** Your application will not be processed if you have not paid a deposit, applied for a FUNDI loan or paid the full amount for your programme. If we do not accept your application, we will do a full refund.

Course fees quoted above is per year - and only applies to the year you are applying for.
Students have to register and pay for every year they register, e.g. 1st year, 2nd year and 3rd year.

Should you decide not to make use of Fundi, please pay your deposit or cash (full course fee) or 1st instalment of three equal instalments into the account below using your ID number as reference. Please send/e-mail/scan this application form together with the required documents as stated on page 1 of this application form and the proof of payment to highereducation@edutel.ac.za

**BURSARY APPLICATIONS**

Are you applying for or have you already received a bursary from your employer / SETA /

external bursar? Yes ☐ No ☐

Do you need a letter of conditional registration? Yes ☐ No ☐

Do you need a quotation? Yes ☐ No ☐

**Note:** Before we can process your application form, we require written confirmation on your employer / SETA/ external bursar's letterhead clearly stating that a bursary has been granted to you and that they will be responsible for paying your course fees. Only upon receipt of this letter will we provide you with proof of registration.

**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.

I hereby confirm that the payment method selected above is correct and that I understand the payment terms

Signature: _____ Sign here ← Date: _____

## Part-time – distance – 4 years
## COMPLETE THIS SECTION IF YOU HAVE CHOSEN PART-TIME – DISTANCE – 4 YEARS

**Please indicate which year you are enrolling for:**

| | |
|---|---|
| First year | ☐ |
| Second year | ☐ |
| Third year | ☐ |
| Fourth year | ☐ |

**Please see page 7 for the fourth year fees**

**SECTION D (continued)**

**Course fee (Tick your preferred option) - you may choose to enrol with access to online study material only (e-book) or enrol and receive both hard copy (printed) study material and online access (e-book).**

☐ **Tick for hard copies and online (e-book) material**

**Course fee (Tick the option you choose)**

Cash: R22 419.00 (one payment) ☐

OR

Terms via Fundi Study Loan (Fundi Study Loans are for government employees only) ☐

| Loan amount | No of Instalments | Instalment amount | Tick your preference |
|---|---|---|---|
| R22 419.00 | 24 | R1 264.70 | |

OR

☐ 3 Consecutive payments of R7 473.00

(Pay 3 equal payments in a row. One per month from the month you enrol)

OR

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

Course fee: R24 910.00
Deposit required: R6 227.50
11 Instalments of R1 698.40 per month

Students who pay cash, 3 consecutive payments or via Fundi Study Loans receive 10% discount on the course fee of R24 910.00.

Course fees quoted are per year.

Course fees for the 5-year programme is as follows:

Year 1 - R22 419.00
Year 2 - R22 419.00
Year 3 - R22 419.00
Year 4 - R22 419.00
Year 5 - R22 419.00

☐ **Tick if you only want online (e-book) material**

**(Note:** Online material can be downloaded for offline use but it cannot be printed)

**Course fee (Tick the option you choose)**

Cash: R21 150.00 (one payment) ☐

OR

Terms via Fundi Study Loan (Fundi Study Loans are for government employees only) ☐

| Loan amount | No of Instalments | Instalment amount | Tick your preference |
|---|---|---|---|
| R21 150.00 | 24 | R1 197.84 | |

OR

☐ 3 Consecutive payments of R7 050.00

(Pay 3 equal payments in a row. One per month from the month you enrol)

OR

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

Course fee: R23 499.76
Deposit required: R7 049.92
11 Instalments of R1 495.44 per month

Students who pay the full amount in cash or within 3 equal instalments or via Fundi Study Loans receive 10% discount on the course fee of R23 499.76.

Course fees quoted are per year.

Course fees for the 5-year programme is as follows:

Year 1 - R21 150.00
Year 2 - R21 150.00
Year 3 - R21 150.00
Year 4 - R21 150.00
Year 5 - R21 150.00

**Note:** Your application will not be processed if you have not paid a deposit, applied for a FUNDI loan or paid the full amount for your programme. If we do not accept your application, we will do a full refund.

**Note:** Course fees for subsequent year of study may increase, as course fees increase on a yearly basis.

Should you decide not to make use of Fundi, please pay your deposit or cash (full course fee) or 1st instalment of three equal instalments into the account below using your ID number as reference. Please send/e-mail/scan this application form together with the required documents as stated on page 1 of this application form and the proof of payment to highereducation@edutel.ac.za

**BURSARY APPLICATIONS**

Are you applying for or have you already received a bursary from your employer / SETA / external bursar? Yes ☐ No ☐

Do you need a letter of conditional registration? Yes ☐ No ☐

Do you need a quotation? Yes ☐ No ☐

**Note:** Before we can process your application form, we require written confirmation on your employer / SETA/ external bursar's letterhead clearly stating that a bursary has been granted to you and that they will be responsible for paying your course fees. Only upon receipt of this letter will we provide you with proof of registration.

**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.

I hereby confirm that the payment method selected above is correct and that I understand the payment terms

Signature: _____ Sign here ← Date: _____

## Part-time – distance – 4 years
## COMPLETE THIS SECTION IF YOU REGISTERING FOR YEAR 4

**Course fee (Tick your preferred option) - you may choose to enrol with access to online study material only (e-book) or enrol and receive both hard copy (printed) study material and online access (e-book).**

☐ **Tick for hard copies and online (e-book) material**

**Course fee (Tick the option you choose)**

Cash: R16 766.55 (one payment) ☐

OR

Terms via Fundi Study Loan (Fundi Study Loans are for government employees only) ☐

| Loan amount | No of Instalments | Instalment amount | Tick your preference |
|---|---|---|---|
| R16 766.55 | 12 | R1 701.18 | |

OR

☐ 3 Consecutive payments of R5 588.85

(Pay 3 equal payments in a row. One per month from the month you enrol)

☐ **Tick if you only want online (e-book) material**

**(Note:** Online material can be downloaded for offline use but it cannot be printed)

**Course fee (Tick the option you choose)**

Cash: R15 817.50 (one payment) ☐

OR

Terms via Fundi Study Loan (Fundi Study Loans are for government employees only) ☐

| Loan amount | No of Instalments | Instalment amount | Tick your preference |
|---|---|---|---|
| R15 817.50 | 12 | R1 611.61 | |

OR

☐ 3 Consecutive payments of R5 272.50

(Pay 3 equal payments in a row. One per month from the month you enrol)

**SECTION D (continued)**

OR

Should you not qualify for a Fundi Study Loan,

you can pay via Edutel debit order. ☐

| | |
|---|---|
| Course fee: | R18 443.30 |
| Deposit required: | R4 610.80 |
| 11 Instalments of | R1 257.50 per month |

Students who pay the full amount in cash or within 3 equal instalments or via Fundi Study Loans receive 10% discount on the course fee of R24 909.75.

Course fees quoted are per year. Students have to register and pay for every year they register, e.g. 1st year, 2nd year, 3rd year and 4th year.

Course fees for the 4-year programme is as follows:

| | |
|---|---|
| Year 1 - | R22 419.00 |
| Year 2 - | R22 419.00 |
| Year 3 - | R22 419.00 |
| Year 4 - | R16 766.55 |

OR

Should you not qualify for a Fundi Study Loan,

you can pay via Edutel debit order. ☐

| | |
|---|---|
| Course fee: | R17 574.80 |
| Deposit required: | R4 393.70 |
| 11 Instalments of | R1 198.28 per month |

Students who pay the full amount in cash or within 3 equal instalments or via Fundi Study Loans receive 10% discount on the course fee of R17 574.80.

Course fees quoted are per year. Students have to register and pay for every year they register, e.g. 1st year, 2nd year, 3rd year and 4th year.

Course fees for the 4-year programme is as follows:

| | |
|---|---|
| Year 1 - | R21 150.00 |
| Year 2 - | R21 150.00 |
| Year 3 - | R21 150.00 |
| Year 4 - | R15 817.50 |

**Note:** Your application will not be processed if you have not paid a deposit, applied for a FUNDI loan or paid the full amount for your programme. If we do not accept your application, we will do a full refund.

**Note:** Course fees for subsequent year of study may increase, as course fees increase on a yearly basis.

Should you decide not to make use of Fundi, please pay your deposit or cash (full course fee) or 1st instalment of three equal instalments into the account below using your ID number as reference. Please send/e-mail/scan this application form together with the required documents as stated on page 1 of this application form and the proof of payment to highereducation@edutel.ac.za

**BURSARY APPLICATIONS**

Are you applying for or have you already received a bursary from your employer / SETA / external bursar? Yes ☐ No ☐

Do you need a letter of conditional registration? Yes ☐ No ☐

Do you need a quotation? Yes ☐ No ☐

**Note:** Before we can process your application form, we require written confirmation on your employer / SETA/ external bursar's letterhead clearly stating that a bursary has been granted to you and that they will be responsible for paying your course fees. Only upon receipt of this letter will we provide you with proof of registration.

**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.

I hereby confirm that the payment method selected above is correct and that I understand the payment terms

Signature: _____ Sign here Date: _____

## TO BE COMPLETED BY ALL STUDENTS ENROLLING FOR YEAR 1 OF THE DIPLOMA IN GRADE R TEACHING

**LEVEL, CREDITS AND LEARNING COMPONENTS ASSIGNED TO THE QUALIFICATION**
**Total Qualification Credits – 360**

**ALL modules are compulsory** EXCEPT for the Home Language modules and the Second Additional Language modules. Where students choose their Home Language first, English will be taught as First Additional Language and the choice of the Second Additional Language (LoCC) is determined by the Home Language choice.

- The Home Language selected must be aligned with the Home Language completed in matric (senior certificate level).
- If Edutel does not offer the Home Language that a student completed in matric or in another qualification, the student can select the next language that they are the most familiar with.

NQF Level 5 Modules

Electives:

1. Choose one Home Language (Please tick the language of your choice)

- Afrikaans HL, AHL 510 ☐
  or
- English HL EHL 510 ☐
  or
- isiXhosa HL, XHL 510 ☐
- isiZulu HL, ZHL 510 ☐
  or
- Sepedi HL, SHL 510 ☐
  or
- Setswana HL, THL 510 ☐

**20 credits**

Students choose their Home Language first, and the choice of the Second Additional Language (LoCC) is determined by the Home Language choice. Use the table below to guide you in selecting your Second Additional Language.

| Home Language | Choice of Second Additional Language (LOCC) |
|---|---|
| isiXhosa or isiZulu | Sepedi, Setswana (Sotho languages) or Afrikaans |
| Sepedi or Setswana | isiXhosa, isiZulu (Nguni languages) or Afrikaans |
| English or Afrikaans | isiXhosa, isiZulu, Sepedi or Setswana |

Take note that the Second Additional Language cannot be the same as the student's Home Language or First Additional Language studied in matric or in a previous qualification completed.

2. Please tick the Second Additional Language of your choice (This cannot be the same language as your Home Language chosen above). **If you choose English or Afrikaans as your Home Language, you CANNOT choose Afrikaans LoCC as your Second Additional Language. You must choose one of isiXhosa, isiZulu, Sepedi or Setswana.**

- Afrikaans LoCC, SAF 510, 10 credits ☐
- Afrikaans LoCC, SAF 520, 10 credits ☐
- Afrikaans LoCC, SAF 530, 10 credits ☐
  or

**NOTE: Afrikaans is not for students who chose English or Afrikaans as their Home Language. You must then choose one of the other African languages below.**

- isiXhosa LoCC, SXH 510, 10 credits ☐
- isiXhosa LoCC, SXH 520, 10 credits ☐
- isiXhosa LoCC, SXH 530, 10 credits ☐
  or

- isiZulu LoCC, SZU 510, 10 credits ☐
- isiZulu LoCC, SZU 520, 10 credits ☐
- isiZulu LoCC, SZU 530, 10 credits ☐
  or

- Sepedi LoCC, SSE 510, 10 credits ☐
- Sepedi LoCC, SSE 520, 10 credits ☐
- Sepedi LoCC, SSE 530, 10 credits ☐
  or

- Setswana LoCC, SST 510, 10 credits ☐
- Setswana LoCC, SST 520, 10 credits ☐
- Setswana LoCC, SST 530, 10 credits ☐

**10 x 3 = 30 credits**

Note: A minimum of 15 students are required to offer a specific language. Should insufficient numbers of students register, Edutel will communicate with you to discuss alternative routes.

## TO BE COMPLETED BY ALL STUDENTS ENROLLING FOR YEAR 2 OF THE DIPLOMA IN GRADE R TEACHING

**LEVEL, CREDITS AND LEARNING COMPONENTS ASSIGNED TO THE QUALIFICATION**
**Total Qualification Credits – 360**

**ALL modules are compulsory** EXCEPT for the Home Language modules and the Second Additional Language modules.

Where students choose their Home Language first, English will be taught as First Additional Language and the choice of the Second Additional Language (LoCC) is determined by the Home Language choice.

- If Afrikaans is the Home Language, then one of the other listed African languages must be studied as the Second Additional Language (LoCC).
- If English is the Home Language, then one of the other listed African languages must be studied as the Second Additional Language (LoCC).

NQF Level 5 Modules

Electives:
**3.** Choose one Home Language (Please tick the language of your choice)

**You must choose the same home language as you completed in Year 1.**

- Afrikaans HL, AHL 620 ☐
  or
- English HL EHL 620 ☐
  or
- isiXhosa HL, XHL 620 ☐
  or
- isiZulu HL, ZHL 620 ☐
  or
- Sepedi HL, SHL 620 ☐
  or
- Setswana HL, THL 620 ☐

**20 credits**

Students choose their Home Language first, and the choice of the Second Additional Language (LoCC) is determined by the Home Language choice. If Afrikaans is the Home Language, then one of the other listed African languages must be studied as the Second Additional Language (LoCC). If English is the Home Language, then one of the other listed African languages must be studied as the Second Additional Language (LoCC).

4. Please tick the Second Additional Language of your choice (This cannot be the same language as your Home Language chosen above)

- Afrikaans LoCC, SAF 520, 10 credits ☐
  or
- isiXhosa LoCC, SXH 520, 10 credits ☐
  or
- isiZulu LoCC, SZU 520, 10 credits ☐
  or
- Sepedi LoCC, SSE 520, 10 credits ☐
  or
- Setswana LoCC, SST 520, 10 credits ☐

**10 x 3 = 30 credits**

Note: A minimum of 15 students are required to offer a specific language. Should insufficient numbers of students register, Edutel will communicate with you to discuss alternative routes.

## TO BE COMPLETED BY ALL STUDENTS ENROLLING FOR YEAR 3 OF THE DIPLOMA IN GRADE R TEACHING

If now you want to register for year 3 (if you enrolled for the 3-year option), please choose one of the following Second Additional Languages.

Please note: if you chose and completed isiXhosa, isiZulu, Sepedi or Setswana as your home language, you may now choose any of the following second additional languages, provided it is not the same as your home language and provided you completed this language at first and second year level.

- Afrikaans LoCC, SAF 530, 10 credits ☐
  or
- isiXhosa LoCC, SXH 530, 10 credits ☐
  or
- isiZulu LoCC, SZU 530, 10 credits ☐
  or
- Sepedi LoCC, SSE 530, 10 credits ☐
  or
- Setswana LoCC, SST 530, 10 credits ☐

# OR

If you completed Afrikaans or English as your Home Language up to year 2 and have completed your Second Additional Language in Afrikaans (if you are following the 3-year option), you must now choose one of the following African Languages as your Second Additional Language for year 3.

- isiXhosa LoCC, SXH 510, 10 credits ☐
  or
- isiZulu LoCC, SZU 510, 10 credits ☐
  or
- Sepedi LoCC, SSE 510, 10 credits ☐
  or
- Setswana LoCC, SST 510, 10 credits ☐

**SECTION D (continued)**

## TO BE COMPLETED BY ALL STUDENTS ENROLLING FOR YEAR 4 OF THE DIPLOMA IN GRADE R TEACHING BECAUSE YOU ARE REGISTERED FOR THE 4-YEAR OPTION

If you completed Afrikaans or English as your Home Language up to year 3 (if you are following the 4-year option), and you have not completed an African Language (other than Afrikaans) as your Second Additional Language, you need to choose one of the following African Languages as your Second Additional Language for year 4.

- isiXhosa LoCC, SXH 510, 10 credits ☐
  or
- isiZulu LoCC, SZU 510, 10 credits ☐
  or
- Sepedi LoCC, SSE 510, 10 credits ☐
  or
- Setswana LoCC, SST 510, 10 credits ☐

**NOTE: All students that enrolled and started with the Diploma in Grade R Teaching before 31 May 2022 must complete at least one African Language (other than English or Afrikaans) at a minimum of first year level before the Diploma in Grade R Teaching can be conferred to you.**

**SECTION E**

Please tick (✓) here to confirm that Edutel may contact you via SMS and e-mail. ☐

Which social media do you use? Facebook ☐ Twitter ☐ SMS ☐ Other _____

Please tick (✓) to indicate how you heard about Edutel Higher Education

Billboard ☐ Social Media ☐ Trailer ☐ Word of Mouth ☐ Other _____

## SECTION F

**Debit Order Mandate**

**AUTHORITY AND MANDATE FOR DEBIT ORDER PAYMENT INSTRUCTIONS – Must be completed by all applicants, unless you are paying cash or by Fundi loan for your course.**

**A. AUTHORITY**

GIVEN BY: (NAME OF ACCOUNT HOLDER/APPLICANT)_____

(ADDRESS) _____

**BANK ACCOUNT DETAILS:**

BANK NAME _____

BRANCH NAME AND TOWN _____

BRANCH NUMBER | | | | | | | | |

ACCOUNT NUMBER | | | | | | | | | | | |

TYPE OF ACCOUNT: CURRENT (CHEQUE/SAVINGS/TRANSMISSION)*

*(DELETE WHERE NOT APPLICABLE)

SALARY PAYMENT DATE: _____

TO: (EDUTEL HIGHER EDUCATION)_____

_____

_____

REFER TO OUR CONTRACT DATED _____ ("the Agreement)"
I/We hereby authorise you to issue and deliver payment instructions to your banker for collection against my/our abovementioned account at my/our abovementioned bank on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement.

Date of first debit order deduction: _____

Signature: _____ **Sign here**

**Note: R150.00 admin fee applies to debit orders. This is divided accross all instalments (not monthly), slightly increasing each instalment.**

## SECTION G – Very important: If not completed it could delay the dispatch of your material

Should we dispatch your material via PAXI, which means you will collect your material at your nearest PEP Stores, we need the following information.

At which PEP Stores branch do you wish to collect your study material? Please provide the branch name, town and province.

| | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | | | |

**SECTION H**

By signing below, you signify your acceptance of the Terms and Conditions that apply to this entire application, as set out in Appendix 1 to this application.

SIGNED AT _____ ON THIS _____ DAY OF _____ YEAR_____

SIGNATURE OF STUDENT _____ **Sign here** ←

**SECTION I – Financial Data: All information provided will be used strictly for data collection and assessment purposes and will be treated as confidential.**

**EMPLOYMENT & FINANCIAL STATUS:**

Are you currently employed? Yes ☐ No ☐

Are you employed by the government? Yes ☐ No ☐

Are your parents employed by the government? Yes ☐ No ☐

Your monthly income (gross)? ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

**HOUSEHOLD INCOME:**

Below R200 000 ☐ R200 000-R350 000 ☐ R350 000-R600 000 ☐ Above R350,000 ☐

**ACCESS TO TECHNOLOGY:**

Internet Access? Yes ☐ No ☐

Devices: Desktop ☐ Smartphone ☐ Tablet ☐ Laptop ☐

**STUDY FUNDING:** **Who is going to pay for your course**

Yourself ☐ Parent/Guardian ☐ Family Member ☐ Bursary ☐ Employed Sponsor ☐

Family Member ☐ Other:

**SECTION J**

**COMPULSORY CHECKLIST** (To be completed before submitting your application form):

| No. | Questions | Yes ■ | No ■ | N/A ■ |
|---|---|---|---|---|
| 1 | Have you completed all sections of your application form? | | | |
| 2 | Have you signed everywhere required on your application form? | | | |
| 3 | Have you attached certified copies of your Matric certificate, qualifications, ID, and marriage certificate (if married in community of property)? | | | |
| 4 | Have you indicated whether you want hard copy and/or online (e-book) material? | | | |
| 5 | Have you made the required payment or attached a completed a Fundi loan application form? | | | |
| 6 | Have you indicated your language preference (if applicable)? | | | |
| 7 | Have you completed the debit order form (if applicable)? | | | |
| 8 | Did you take note of which languages are examinable? | | | |
| 9 | Have you read the FAQs? | | | |
| 10 | If applying for Fundi: The payer must be employed by government. | | | |
| 11 | If applying for Fundi? Have you attached your ID copy and a copy of your latest salary advice? | | | |
| 12 | If the Fundi form is completed: Has everything been filled in and signed? | | | |
| 13 | Have you checked the entry requirements? | | | |
| 14 | Do you understand the deposit/payment requirements? | | | |
| 15 | If bursary: Did you attach a letter from your employer/bursar? | | | |
| 16 | Have you watched the website videos or received guidance before registering? | | | |
| 17 | Please note that processing will take a minimum of two weeks or longer, depending on your application date. We recommend applying early. | | | |
| 18 | Do you understand Fundi takes at least one to two weeks to process your application? | | | |
| 19 | Do you understand you will only receive access to Edutel Online once you have been registered and not before as you require login details that will be provided on registration? | | | |
| 20 | Do you understand you will only get access to assignments once registered. | | | |
| 21 | Do you understand that the Matriculation Board fees must be paid to the Matriculation Board and not to Edutel? | | | |
| 22 | If applying with the Matriculation Board: Did you attach all the documents and submit it to Edutel? | | | |
| 23 | If applying for CAT: Did you complete the relevant section and submit your academic record, curriculum and CAT payment (if applicable)? | | | |
| 24 | Have you completed all your basic information on page 1 of the application form and provided Edutel with a valid email address and cell phone number. | | | |
| 25 | Do you understand that if you are applying for matured age entry or a Senate discretionary exemption, approval from the Matriculation Board may take a few weeks, depending on when you apply. Please apply early. | | | |
| 26 | Have you completed workplace information on the application form. | | | |
| 27 | Have you completed your highest qualification obtained on the application form. | | | |
| 28 | Have you attached proof of payment to your application form before submitting it to Edutel? | | | |

**SECTION J (continued)**

**If you apply for exemption with the Matriculation Board your M30/ Senate form should be completed.**
**Clear uncertified** supporting documents should accompany the application. **Clear copy of original matric certificate** – the Matriculation Board does not accept a statement of results.

**Acknowledgment of Receipt:**

I, _____ (Student Name), acknowledge that I have read and understood the Compulsory Checklist provided by Edutel.

Signature: _____ Sign here Date: _____

**SECTION K**

| No | Frequently Asked Question | Answer |
|---|---|---|
| 1 | How long will it take to process my application? | Processing times may vary depending on when you apply. Applications submitted early in the intake period are typically reviewed more quickly, while those received closer to the closing date may take longer due to higher volumes. Once you've submitted your application, you will receive an SMS confirming receipt. Please allow time for processing, there is no need to follow up immediately. Rest assured, your application will be reviewed as soon as possible. |
| 2 | Can I log into Edutel Online before my application is processed? | You won't be able to log into Edutel Online until you've received your Welcome Letter with your login details. This will be sent after your application has been processed, so we recommend registering as early as possible. |
| 3 | When can I get proof of registration for bursary purposes? | Proof of registration is only issued once your application is fully registered. If urgent, indicate this when submitting your application so we can prioritise your request. |
| 4 | What is the difference between hard copy and online (e-book) materials? | You can choose online-only (e-book) or online plus hard copy material. Hard copy requires a higher course fee. You are not entitled to hard copy material if you registered only for online (e-book) material. Changes after registration can be arranged with Lindelwa Molise. |
| 5 | When will I receive my assignments? | Assignments are available on Edutel Online. You can access them once you receive your login details in your Welcome Letter. Early registration gives you a head start. |
| 6 | Can I change my email address or cell phone number? | Yes. Send an email to **applications@edutel.ac.za** with your request. We will confirm by email once updated. No phone call is needed. |
| 7 | I received notice that my application is incomplete. What should I do? | Check the communication from Edutel carefully it indicates what is required. If you have questions, contact the person listed in the correspondence. |

**SECTION K (continued)**

| | | |
|---|---|---|
| 8 | Who do I contact if I want to change my language? | Send an email to **jpillay@edutel.ac.za** with your student number, ID number, full name, surname, current language, and desired language, as well as a copy of your matric certificate. We will confirm by email and inform you of any applicable charges. |
| 9 | I applied for a Fundi loan. How far is my application? | Fundi loan applications are first checked for completeness. Once compliant, the application is forwarded to Fundi, which takes about a week to respond. Registration continues only after approval. Early application is encouraged |
| 10 | Can I change my qualification? | Yes, depending on whether material has been dispatched. If material has been sent, return it at your cost, pay any additional fees, and your new course materials will be sent. Email **jpillay@edutel.ac.za** for such requests. |
| 11 | Can I only submit my application and pay my deposit after confirmation? | No, you must submit the deposit or complete the Fundi loan application along with your application. Applications without required payment will not be processed. |
| 12 | What happens if I pay my deposit but am not accepted? | You will receive a full refund if you do not meet the academic requirements for the qualification. |
| 13 | If I cannot log in or access my assignments, modules, or e-books. What should I do? | Check your Admin Booklet for instructions. If you still cannot access your materials, email **graphics2@edutel.ac.za** for assistance. Avoid unnecessary phone calls. |
| 14 | What is the waiting period for Matriculation Board Exemption? | Once your application has been submitted, the waiting period is approximately **4–6 weeks** |
| 15 | Which modules will I do in my 1st and 2nd semester? | Students are advised to refer to the **Edutel Prospectus** or log into **Edutel Online** for detailed semester-by-semester module information. |
| 16 | Does Edutel guarantee employment after graduation? | Edutel cannot guarantee employment after graduation. However, our qualifications are **accredited and industry-aligned**, providing students with relevant knowledge and skills to enhance employability |
| 17 | Are qualifications offered full-time or part-time? | Edutel offers qualifications on both a **full-time distance learning** and **part-time distance learning** basis. |
| 18 | When will I receive my study material? | Study material will be sent out as soon as possible after your registration has been successfully completed. Students who apply close to the intake closing date may experience a longer wait for hard copy materials. Once you are registered, you will receive a welcome letter with your login details, giving you immediate access to your online materials. Only students who have registered and paid the required fees for hard copy materials will receive them. |

**SECTION K (continued)**

| | | |
|---|---|---|
| 19 | What is the difference between a 1st Additional Language and a 2nd Additional Language? | A **1st Additional Language** is studied at a higher level, focusing on fluency and comprehension.<br>A **2nd Additional Language** is taught at a more basic level and focuses on simple communication skills. |
| 20 | Can BEd Honours students complete the program in one year? | No. The BEd Honours program has a **minimum duration of two years** as per the approved programme structure. |
| 21 | How can I change from online (e-book) material to hard-copy material after enrolling for online (e-book) and deciding that I want hard copy material as well? | Because there is a difference in the fees,<br>students are required to **settle the outstanding balance** and submit **proof of payment** to the Finance Department for processing before hard copy material will be dispatched. |
| 22 | How do I log in to Edutel Online? | Login details are provided after successful registration. Should you experience any difficulties accessing Edutel Online, please contact **Student Support**, who will assist you with the login process. |

**Acknowledgment of Receipt:**

I, _____ (Student Name), acknowledge that I have read and understood the Frequently Asked Questions provided by Edutel.

Sign here ←

Signature: _____ Date: _____

***EXAMINATION CENTRES** (Select one only)*

**EXAMINATION:**

Please indicate the province and town where you prefer to write exams. 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. Edutel Higher Education will consider the best interest and safety of students when planning for examinations. This may lead to examinations not being held at actual centres, but will be replaced with online examinations. In such cases, students will be informed of such decisions well in advance.

***Note***: If an insufficient number of students register to write at a specific centre, students will be redirected to an alternative centre. If a student insists on writing at the specific centre (although there are not a sufficient number of students registered at that centre), they can enquire with the Head of Examinations as to what the requirements will be to make that possible.

**GAUTENG**

- ☐ Johannesburg
- ☐ Pretoria

**FREE STATE**

- ☐ Bloemfontein

**LIMPOPO**

- ☐ Polokwane

**NORTHWEST PROVINCE**

- ☐ Klerksdorp
- ☐ Mahikeng (Mafikeng)

**EASTERN CAPE**

- ☐ Mthatha
- ☐ East London

**KWAZULU NATAL**

- ☐ Durban
- ☐ Empangeni
- ☐ Kokstad

**MPUMALANGA**

- ☐ Nelspruit

**WESTERN CAPE**

- ☐ Cape Town

Other _____ 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. This could take 3-6 weeks.
4. We will ensure that all approvals of the Quality Assurance bodies in relation to the Course are retained.
5. We will ensure that appropriately qualified personnel as are necessary for the conducting of the Course are assigned to you.
6. We will afford you two years (for course completion) for every one year of the course you have registered for, provided that no event outside of our control occurs before or during any such grace year which materially affects our ability/capacity to comply with our responsibilities during such grace year.
7. We will provide you access to an online ICT training programme to complete.

**Your Responsibilities**

8. Students who study full-time via distance learning can enrol for the 3-year programme. Students who work full-time, must enrol for the 4-year distance learning programme.
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 entry requirements and general requirements for the Course, as well as the minimum requirements in order to pass the Course.
10. You must also avail yourself of the online orientation session and all multimedia lectures in relation to the Course.
11. It is your responsibility to ensure that assignments are completed and submitted online - on Edutel Online - in line with submission dates.
12. You agree to inform your employer (functional Grade R school with EMIS number) about the fact that you have registered for this course, and you will ensure that you source a mentor from your workplace to mentor (meeting Edutel's requirements in this regard) you on the WIL component of your course. You agree to provide Edutel with the required information pertaining to your mentor. You will also ensure that the mentor is prepared to be capacitated by Edutel. If Edutel does not approve of your mentor, you will need to seek a mentor who meets the criteria set by Edutel. If you cannot source a mentor, you will inform Edutel to assist you in this regard.
13. You must assist Edutel in identifying a functional school with an EMIS number that offers Grade R, if you are not already employed at a functional Grade R school, where you can complete your work integrated learning. Edutel will approve of such a school or place you at an alternative school to complete your WIL, if needed.
14. It will be your responsibility to register online on Edutel Online for examinations and to make sure your registration was accepted.
15. You will confirm with your employer whether this is the correct course for you to do and if it will be recognised As Edutel Higher Education (Pty) Ltd cannot confirm such recognition on behalf of your employer.
16. You acknowledge that you need access to a computer (suitable equipment) and data to do (some/all of) your assignments, attend zoom sessions, receive and watch multimedia lectures and access Edutel's LMS (Edutel Online).
17. Should you be required to attend contact sessions or examinations, you acknowledge that all travelling, meals and accommodation costs will be for your own account.
18. Should your preferred school for WIL, be accepted by Edutel, you will assist with the finalising of the WIL agreement between the parties, if requested.
19. You understand that should you mail any documents to Edutel, it is your responsibility to ensure that such documents reach Edutel. Edutel will take no responsibility for anything mailed to Edutel received, intact, by Edutel.
20. You agree that when you register for the programme, you will attach the workplace confirmation letter confirming your preferred functional school for WIL.
21. You agree to adhere to all the rules and regulations, codes of conduct and policies and procedures of Edutel Higher Education as it pertains to you as a student of Edutel Higher Education. You can access all the applicable rules and regulations, codes of conduct and policies and procedures on Edutel Online. You are obliged to familiarise yourself with the aforementioned rules and regulations, codes of conduct and policies and procedures that will be applicable to you during your studies and involvement with Edutel Higher Education.
22. You undertake to register yourself with SACE (South African Council for Educators).
23. Students enrolling at first year level as from 1 June 2022 and choose English or Afrikaans as Home Language must ensure that they register for an African Language (other than English or Afrikaans) as Second Additional Language.
24. Students who registered for English or Afrikaans Home Language and have chosen Afrikaans as a Second Additional Language and completed Afrikaans Second Additional Language up to second year level (SAF 520) must ensure that they register for an African Language (other than Afrikaans) as Second Additional Language in their third year which will be presented at first year level.
25. Students who enrolled with the intention to complete their Diploma in Grade R Teaching in 4 years who chose Afrikaans or English as their home language and have chosen Afrikaans as their second additional language and have completed Afrikaans Second Additional Language at 3-year level must ensure that they add an African language (other than Afrikaans) in year 4 of their studies which will be presented at 1st year level.
26. If you suffer from any disability, you need to provide us with the full details of your disability in order to determine how we can accommodate you as a student. Any additional cost to accommodate you as a student in order to deal with your disability will be payable by yourself above the course fee quoted on this application form.

**Fees**

27. You must pay the fees for the Course in accordance with Section D of this Application.
28. 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 fail your examination the first time.
29. Should you choose to make use of the Fundi/student loan (stop order facility) or debit order and Fundi does not approve your application, you hereby give Edutel the right to deduct your course fee from your bank account. Edutel charges no interest.
30. You will not be able to receive or attend possible contact sessions or write examinations if your account is in arrears.
31. We will not be assess your portfolios if your account is in arrears.
32. If you haven't paid cash, via Fundi or a deposit and we deduct your deposit from your bank account in instalments, the deposit payment period will be included in your 2-year period granted to complete your year course registered for.
33. If your debit order remains unpaid, your study period will not be extended.
34. If you pay your deposit by paying 3 instalments, you need to take note that your study cycle may be affected as your studies will only begin once you have paid the required deposit. All students who paid the required deposit between 1 January –31 May will enter for the study cycle starting 1 July and those paying their deposits between 1 June – 31 December will start their study cycle from 1 February.
35. Course fees quoted on this enrolment form, under Section D Continued, only apply to the year indicated under Section D Continued. This means that when you progress to the next year of your course – or have to re-enrol for specific modules or a specific year – you will have to pay the course fee applicable to that specific year, as course fees may increase from time to time.
36. This enrolment form, terms and conditions and supporting documents will remain valid (except for any new Fundi Loan Application and supporting documentation to fund any subsequent years' course fees) until i have completed my full qualification in Diploma Grade R Teaching. To confirm your enrolment for any additional modules or any subsequent year of enrolment, you need only confirm your application for such enrolment in writing and by meeting the financial requirements applicable to the specific year in which you are making your request for follow-up re-enrolment.
37. In the event that your fees are outstanding and are handed over for collection, you will be liable for all reasonable legal and collection costs incurred, including collection agency fees where applicable.
38. If you agree to pay via bank debit order and your debit order is returned as unpaid, the cost associated with the unpaid debit order will be added to your account.

**Your Declarations**

39. You declare that –

39.1 the information provided in this Application is both true and correct;

39.2 all copies provided are true copies of the originals thereof; and

39.3 you are aware of the curriculum and qualification of this Course.

**Copyright**

40. Copyright subsists in all study material provided to you in relation to this 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**

41. You may cancel your enrolment for this Course at any time before you receive the study material (this includes receiving the material in online (e-book) or hard copy format).
42. If you exercise your right to cancel in terms of Paragraph 41 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.
43. 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**

44. 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.
45. 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.
46. 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**

47. 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.
48. You cannot transfer or delegate any of your rights or duties under this Application, or under any part hereof, without our written consent.
49. We can transfer or delegate any of our rights and duties under this Application, or under any part hereof, upon notice to you.
50. In case of distance learning, you nominate the South African Post Office, PAXI or AMEX as the only agent to be used by Edutel to dispatch your learning material to you.
51. You acknowledge that plagiarism is an offense and that you are aware that plagiarism will constitute disciplinary procedures.
52. *You also take note that “The Revised Policy on the Minimum Requirements for Teacher Education Qualifications was published in the Government Gazette in February 2015. The policy describes initial professional qualifications and post-professional continuing professional development qualifications for teachers and educators for the schooling system. Section 14 of the policy presents qualifications for Grade R teachers in the formal schooling system. Grade R teaching qualifications are treated separately from teaching qualifications for initial and post-professional qualifications as they have a specialized purpose.” From Communiqué on the purpose of the Diploma in Grade R Teaching and admission of students into the programme – Department of Higher Education and Training.*
53. *In terms of paragraph 14.4 of the Revised Policy on the minimum requirements for Teacher Education Qualifications, all new entrants intending to become Foundation Phase teachers (qualified to teach Grade R to 3) should register for the Bachelor of Education in Foundation Phase Teaching rather than for the Diploma in Grade R Teaching, if they meet the requirement for entry into the Bachelor of Education programme. *
54. *Here with you declare that you are aware of the above paragraphs 50 and 51 (as it pertains to new entrants) and choose to register for the Diploma in Grade R Teaching with the view of preparing yourself to follow on to the Bachelor of Education in Foundation Phase Teaching Degree. You are also aware that Edutel cannot guarantee you employment once you have completed your Diploma in Grade R Teaching. *
55. By signing the terms and conditions, you provide Edutel with the necessary permission to keep record of all data reflected on this application form/document to exercise the relevant tasks associated with it as well as for the purpose of direct marketing by means of any form of electronic communication, including automatic calling machines, facsimile machines, SMS’s or e-mail and social media communication. Edutel will protect your personal information as part of our compliance with the POPI and PAIA Acts.
56. You hereby consent to Edutel sharing your personal information, academic records, and assessment results with the South African Council for Educators (SACE) if requested for verification, compliance, registration, or related purposes.
57. By downloading the Edutel Online App and using Edutel Online, you give Edutel and Firebase Analytics the permission to analyse your app usage and engagement. This information will not be shared and will only be used for the purpose it is intended to.
58. Students who want to pursue consecutive years of study in February (first semester) can apply as from 1 October (the previous year) and students who want to pursue consecutive years of study in July (second semester) can apply as from 1 May.
59. A late application fee of R200 will apply for students enrolling for consecutive years of study after the closing date (limited time period applies).
60. The above terms and conditions, unless amended by law or in writing by Edutel Higher Education (Pty) Ltd. and mutually agreed upon, will remain valid until you have successfully completed your Diploma in Grade R Teaching.
61. Hereby I take note of the rules as it applies to progression from year to year and acknowledge that it’s not possible to complete the qualification in less than the prescribed time unless I qualified for Credit Accumulation and Transfer allowing me to complete the qualification in a shorter period.

Applicant’s signature: _____ **Sign here**

Date: _____

* These paragraphs are applicable to new entrants to the Diploma in Grade R Teaching and not to teachers teaching Grade R learners wishing to obtain the qualification in which case the Department of Education recognises the Diploma in Grade R Teaching as an approved and recognised teaching qualification for employment in Education. See approval letter on page 3 of the Diploma in Grade R Teaching brochure.

Date: _____

## DECLARATION

I, (STUDENT NAME) _____,

(STUDENT NUMBER) _____ am fully aware that the programme I have enrolled for, that is, the Diploma Grade R Teaching, SAQA ID: 109561, NQF 06, is registered with the Department of Higher Education and Training to Edutel Higher Education (Pty) Ltd as indicated on the registration certificate dated 30 November 2021.



_____
Chanel Theron
CEO: Edutel Higher Education

_____ Sign here
Signature: Student

Date signed: _____

Tel: (011) 760- 3668
Fax: (011) 763- 8648
ABSA Building, 1st Floor
Cnr Ontdekkers Road & Crane Avenue
Horizon, 1724
highereducation@edutel.ac.za
www.edutel.ac.za
P.O. Box 8210
Westgate, 1734

Edutel Higher Education (Pty) Ltd is registered with the Department of Higher Education and Training until 31 December 2027 as a private higher education institution under the Higher Education Act, 1997. Registration Certificate No.2017/HE07/001.
**Directors: AB Pelser. OS Bashing , J Pillay - Reg. 2007/017626/07**

EDUTEL HIGHER EDUCATION

**DECLARATION BY STUDENT ENROLLING FOR THE DIPLOMA GRADE R TEACHING AS FIRST TIME ENTRANTS (NOT PRESENTLY A GRADE R/ECD PRACTITIONER)**

In terms of paragraph 14.4 of the Revised Policy on the minimum requirements for Teacher Education Qualifications, all new entrants (not presently a Grade R/ECD Practitioner) intending to become foundation phase teachers (qualified to teach Grade R to 3) should register for the Bachelor of Education in Foundation Phase Teaching rather than for the Diploma in Grade R Teaching, if they meet the requirement for entry into the Bachelor of Education programme.

Herewith I declare that I am aware of the above paragraph and choose to register for the Diploma in Grade R Teaching with the view of preparing myself to follow on to the Bachelor of Education in Foundation Phase Teaching Degree. I am also aware, Edutel cannot guarantee me employment once I have completed the Diploma in Grade R Teaching.

Signed on _____ at _____

Signature of student: _____ Sign here

Signature of witness: _____ Sign here

Tel: (011) 760- 3668
Fax: (011) 763- 8648
ABSA Building, 1st Floor
Cnr Ontdekkers Road & Crane Avenue
Horizon, 1724
highereducation@edutel.ac.za
www.edutel.ac.za
P.O. Box 8210
Westgate, 1734

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**Directors: AB Pelser. OS Bashing , J Pillay - Reg. 2007/017626/07**

# WORKPLACE CONFIRMATION LETTER

## *To whom it may concern*

I hereby confirm that Mr/Ms/Mrs _____

Identity/passport number: ☐☐☐☐☐☐☐☐☐☐☐☐☐

Student number: ☐☐☐☐☐☐☐☐

is teaching or has access to a classroom to teach Grade R learners (as indicated below) for the duration of the programme enrolled for.

WIL (Work Integrated Learning) will only start from the second year of the programme for part time students and during the second semester of the first year for fulltime students. The student will need a qualified Grade R teacher or Foundation Phase teacher to mentor the student. The student is a fulltime ☐ or part time ☐ student (please tick the relevant section).

Name of school: _____

School address (Physical and Postal): _____

_____

_____

_____

Postal code: _____

EMIS no: _____

_____

School stamp

☐

Official stamp

# PLEASE NOTE:
# THIS FUNDI APPLICATION FORM IS ONLY APPLICABLE TO 3-YEAR FULL-TIME APPLICANTS

# FUNDI STUDY LOANS ARE FOR GOVERNMENT EMPLOYEES ONLY



# VERY IMPORTANT NOTICE

**IF YOU ARE ENROLLING TO RECEIVE ONLY ONLINE (E-BOOK) MATERIAL AND YOU WANT TO APPLY FOR A FUNDI LOAN TO PAY FOR YOUR STUDIES**

**PLEASE COMPLETE THE FIRST PAGE OF THE FUNDI FORM WITH THE QUOTATION OF R25 850**

**IF YOU ARE ENROLLING TO RECEIVE BOTH HARD COPY AND ONLINE (E-BOOK) MATERIAL - COMPLETE THE SECOND PAGE OF THE FUNDI FORM WITH THE QUOTATION OF R27 401**

**YOU MUST COMPLETE ALL THE OTHER PAGES OF THE LOAN APPLICATION AND SIGN WHERE INDICATED**

"Pre-Agreement Statement, Quotation and Loan Agreement in terms of Section 92 and 93 of the National Credit Act, 34 of 2005. Fundi Capital (Pty) Ltd (formerly Edu-Loan (Pty) Ltd) is a registered credit provider (NCRCP 158) Co. Reg. 1996/003961/07.
Terms and Conditions apply. In support of responsible lending, FUNDI would like to notify you that you have the right to Debt Counselling. For more information, contact the NCR on 0860 627 627 / www.ncr.org.za. Fundi Capital (PTY) Ltd makes every effort to be compliant with the Protection of Personal Information Act (POPIA). As a data subject, you are entitled (if reasonable) to: 1. Be notified when your personal information is being collected. 2. Know if your personal information has been accessed or acquired by an unauthorised person. 3. Establish whether we hold your personal information, and to request access to it. 4. Request, the correction, destruction or deletion of your personal information. 5. Object to our processing of your personal information, and especially for purposes of direct marketing. 6. Not have your personal information subject to decisions based solely on the basis of the automated processing. 7. Submit a complaint to the Regulator regarding our processing of your personal information". This quotation remains valid for 5 (five) business days from the date of issuance in accordance with Section 92(2) of the NCA.

# LOAN APPLICATION FORM/AGREEMENT

Fundi, Constantia Park,
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park
PO Box 5287, Weltevreden Park 1715
VAT No: 4550176798 | Initiation & admin fee are VAT inclusive

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(Formerly known as Edu-Loan)

## APPLICANT'S DETAILS

A1

Title:
Surname:
Name:
Physical address: (domicile) Code:
Postal address: Code:
Email address:

ID No:
Tel (work):
Tel (Payroll officer):
Cell:
Employer/Company:
Occupation: Years in service:
Employment Status: Permanent: Contract worker: Temporary:
Employee No:
Relationship to student:

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

## 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:
Cell:
Course Faculty:

University/Merchant/ Institution/College:
Student No:
Course studying:
Year of Study: 1 2 3 4+
Course Type: Certificate/Diploma, Under Graduate/Bachelor's Degree, Post Graduate, Other

## APPLICANT'S INCOME INFORMATION

A3

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

Tuition Loan
School Fees Loan
Book & Stationery Loan
Equipment Loan (to finance purchase of Equipment).
Accommodation Loan

In respect of an Educational Tools Loan (being an instalment agreement) concluded at premises other than Fundi's registered business premises, you have the right to a 5 (five) business day cooling-off period from date of loan approval. Kindly note that you will have to wait 5 (five) business days for goods to be dispatched after the approval of the loan.

LOAN REPAYMENT

| | | |
|---|---|---|
| Loan Amount: | R | 25850,00 |
| Annual Interest Rate: | | 23,63 % |
| Number of Monthly Instalments: | | 24 |
| Initiation Fee: | R | 825,25 |
| Monthly Service Fee: | R | 48,30 |
| Total Monthly Instalment Amount: | R | 1445,47 |
| Total Amount Repayable: | R | 34691,19 |
| Total Interest Amount Repayable: | R | 6836,74 |

Repayment Schedule:
Repayment Date: (Same as the Applicant's salary date.)
The first payment will begin on
Final payment to be made on

## BANK ACCOUNT DETAILS

A5

Name of the account holder:
Branch code:
Type of account:

Bank:
Account No:
Salary Date:
Salary deduction reference number:

Debit Order reference number: FUNDI (Loan Account Number)

Applicant D D / M M / Y Y
Spouse (if married in Community of Property to Applicant) D D / M M / Y Y
Witness 1 D D / M M / Y Y
Witness 2 D D / M M / Y Y

00183

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## APPLICANT'S DETAILS

A1

Title:
Surname:
Name:
Physical address: (domicile) Code:
Postal address: Code:
Email address:

ID No:
Tel (work):
Tel (Payroll officer):
Cell:
Employer/Company:
Occupation: Years in service:
Employment Status: Permanent: Contract worker: Temporary:
Employee No:
Relationship to student:

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

## 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:
Cell:
Course Faculty:

University/Merchant/ Institution/College:
Student No:
Course studying:
Year of Study: 1 2 3 4+
Course Type: Certificate/Diploma Under Graduate/Bachelor's Degree Post Graduate Other

## APPLICANT'S INCOME INFORMATION

A3

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

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LOAN REPAYMENT

| | | |
|---|---|---|
| Loan Amount: | R | 27401,00 |
| Annual Interest Rate: | | 23,63 % |
| Number of Monthly Instalments: | | 24 |
| Initiation Fee: | R | 845,25 |
| Monthly Service Fee: | R | 48,30 |
| Total Monthly Instalment Amount: | R | 1527,19 |
| Total Amount Repayable: | R | 36652,41 |
| Total Interest Amount Repayable: | R | 7246,96 |

Repayment Schedule:
Repayment Date: (Same as the Applicant's salary date.)
The first payment will begin on
Final payment to be made on

## BANK ACCOUNT DETAILS

A5

Name of the account holder:
Branch code:
Type of account:

Bank:
Account No:
Salary Date:
Salary deduction reference number:

Debit Order reference number: FUNDI (Loan Account Number)

Applicant D D / M M / Y Y
Spouse (if married in Community of Property to Applicant) D D / M M / Y Y
Witness 1 D D / M M / Y Y
Witness 2 D D / M M / Y Y

00183

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## PAYMENT INFORMATION

A6 The Parties agree that FUNDI will advance the Loan Amount to the Applicant and pay it directly to the relevant Service Provider for and on behalf of the Applicant. 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 FUNDI 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 FUNDI to deduct the monthly instalments from the bank account specified above 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 above. The Applicant will ensure that 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. FUNDI may track the Applicant's account every day until the Applicant has paid off everything the Applicant owes for that repayment cycle. Should FUNDI become aware of a change to the salary date or the bank account details of the Applicant, FUNDI has the right to change the debit order details accordingly. The Applicant agrees to advise FUNDI, in writing, 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 Total Monthly Instalment Amount, within 2 (two) days of such change. If the Repayment Date falls on a Sunday or a public holiday, the Applicant agrees that FUNDI may deduct the Total Monthly Instalment Amount from the Applicant's salary or debit the Applicant's bank account on the immediately preceding business day. 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 FUNDI. The Applicant acknowledges that FUNDI 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.

## COMMUNICATION OPTIONS (Applicant preferences)

- **BUSINESS COMMUNICATION.** Preferred method of communication:
  ☐ Mobile ☐ SMS ☐ Email
- **STANDARD MARKETING COMMUNICATIONS.**
  The Applicant opts to be included in FUNDI's distribution of marketing material. Yes ☐ No ☐
- Where did you hear about us:

A7 By signing this Application Form, the Applicant confirms that the information provided herein is to his/her knowledge and belief true and correct, and that no information required for evaluating the loan application has been omitted. The Applicant acknowledges that, subject to the correctness of the information supplied in this Application Form, if approved, the Application Form will constitute a Pre-agreement Statement and Quotation and acceptance thereof will constitute a binding Loan Agreement on the above Terms and Conditions read with Part B hereof, the contents of which are deemed to be incorporated herein. Please speak to your Sales Consultant for assistance in completing this form.

Applicant Signature

D D / M M / Y Y

## OFFICE USE ONLY

Signature of Credit Provider Representative

Date:

**Commission agent code:** ☐☐☐☐☐☐☐☐☐☐☐☐☐

**Agent's Name:** ..... **ID:** .....

# ANNEXURE: TERMS AND CONDITIONS

**PART B**

**1. THE EDUCATIONAL LOAN AGREEMENT (the "Loan Agreement")**

1.1 The Loan Agreement consists of Part A, being the **Pre-agreement Statement, Quotation and Repayment Schedule** as well as this Part B, being the terms and conditions signed by the Applicant, and it is the only record of the issues addressed herein.

1.2 The Loan Agreement is entered into by and between Fundi Capital (Pty) Limited and the Applicant detailed in Part A.

1.3 FUNDI is registered in terms of the National Credit Act No. 34 of 2005 ("National Credit Act") under number NCRCP158.

1.4 The Applicant understands and acknowledges that:

1.4.1 the terms and conditions applicable to the Loan Agreement will at all times be subject to the provisions of the National Credit Act 34 of 2005 and the Protection of Personal Information Act 4 of 2013;

1.4.2 the terms and conditions applicable to the sale of the Equipment will at all times be subject to the Consumer Protection Act No. 68 of 2008;

1.4.3 The Equipment Loan, Tuition Loan, Accommodation Loan, and School Fees Loan constitute a Loan Agreement between Fundi and the Applicant, whereby Fundi provides financing for the Applicant to cover educational-related expenses, including but not limited to the purchase of equipment, payment of tuition fees, accommodation costs, and school uniforms, through independent third-party service providers. Any loan provided by Fundi under this agreement does not constitute an instalment sale agreement, lease, or secured credit agreement, and therefore, the provisions of Section 127(1), (2), (3), and (5) of the National Credit Act do not apply".

1.5 **"Prime Interest Rate"** means the publicly quoted variable annual basic rate of interest, published from time to time by the Reserve Bank as being their prime rate and as certified by the auditors of FUNDI, whose appointment it shall not be necessary to prove. The interest rate applicable to this loan agreement shall not exceed the maximum limit prescribed by the National Credit Act (Section 103) and the National Credit Regulator".

1.6 "Tuition" means the fees payable to an accredited educational institution for the provision of academic instruction, courses, or training programs. This includes, but is not limited to, school fees, university tuition, college tuition, and any related academic charge.

1.7 "Accommodation" means fees payable to the accredited accommodation service provider for the of lodging of students while pursuing their studies. This includes, but is not limited to student residences, boarding facilities, rental accommodations.

1.8 "Applicant" means the person whose details are reflected on Part A of the Application Form captured on soft or hard copy.

1.9 **"Equipment"** means laptops, computers, cell phones, tablets and related computer hardware and software.

1.10 **"Equipment Loan"** means this Loan Agreement entered into by the Applicant for the specific purpose of financing the purchasing of Equipment from a Service Provider.

1.11 "School Uniform" Refers to the prescribed clothing and attire required by an educational institution as part of its dress code. This includes, but is not limited to, school shirts, trousers, skirts, dresses, blazers, ties, and other specified accessories necessary for compliance with the institution's uniform policy.

1.12 **"Parties"** means the Applicant and FUNDI collectively and "Party" refers either one depending on the context in which the word is used.

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

### 2. PAYMENTS

2.1 The Repayment Schedule contained in A4 of Part A sets out the information relating to the credit extended required to be maintained by the Applicant (as applicable).

2.2 The Applicant must make consecutive monthly payments to FUNDI that are due and payable in terms of this Loan Agreement on or before the Repayment Date (which date is the same as the Applicant's salary date) without set-off or deduction.

2.3 In an event that we are not able to collect your monthly installment from the Employer, your monthly instalment amount will be collected by means of debit order from the provided bank account in part A or by the bank as provided by the Applicant.

2.4 Payment of the Loan Amount and any transfer payment is made directly by FUNDI to the Service Provider/Educational Institution.

2.5 FUNDI will credit each payment received under the Loan Agreement to the Applicant's account on the date of receipt of the payment as follows:

2.5.1 firstly, to satisfy any due or unpaid interest charges;

2.5.2 secondly, to satisfy any due or unpaid fees or charges;

2.5.3 thirdly, to reduce the amount of the principal debt;

2.6 FUNDI will:

2.6.1 make the payment of the Loan Amount, as set out in A4 of Part A the relevant Service Provider/Educational Institution.

2.6.2 **"Service Provider"** refers to the relevant accredited Educational Institution, school, merchant, supplier and/or accommodation provider from whom the student or Applicant procures education services, uniforms, accommodation, and/or Equipment.

2.6.3 Fundi Card (being a debit card onto which the Loan Amount may be loaded) or any other third party that provides services related to and for an educational purpose and as approved by FUNDI.

2.6.4 Depending on the terms outlined in the Merchant Agreement, Fundi may disburse a proportion of the approved loan amount on a monthly basis rather than disbursing the full loan amount upfront. The disbursement structure shall be determined based on the specific agreement between Fundi and the relevant service provider, ensuring alignment with the intended purpose of the loan. The Applicant acknowledges that disbursements may be subject to periodic review and adjustments as deemed necessary by Fundi.

2.6.5 The Applicant consents to Fundi Capital (Pty) Ltd ("Fundi") sharing their personal information with third parties, including educational institutions, for the purposes of administering, managing, and monitoring the funding provided. Fundi undertakes to only disclose personal information to the extent necessary to perform its obligations under this agreement and in compliance with applicable privacy laws, including the Protection of Personal Information Act, 2013 (POPIA).

2.6.6 The Applicant acknowledges that they may withdraw this consent at any time by providing written notice to Fundi. Such withdrawal will not affect any lawful processing conducted prior to withdrawal and may impact Fundi's ability to administer the funding.

2.6.7 An Applicant who applies for an accommodation loan on their own behalf as the Student shall not be eligible for an accommodation loan.

2.6.8 Accommodation loans shall be granted exclusively in respect of Students who reside in accommodation located within close proximity to the educational institution where they are currently registered.

2.7 The Service Provider will not be permitted to refund any of the funds paid to it by FUNDI, directly to the student or the Applicant. The unused funds will be transferred back to FUNDI and credited against the Applicant's account. FUNDI will thereafter refund the Applicant into the bank account of the Applicant, the details of which are provided for in A4 of Part A or if amended into the latest bank account provided to FUNDI in writing, if such refund is due to the Applicant.

2.8 The Applicant may make additional payments to settle the Loan Agreement early or pay monthly instalments earlier without giving any notice or paying any penalty to FUNDI.

2.9 The Applicant undertakes to inform FUNDI in writing of any changes related to his/her payment method and/or his/her employment status.

2.10 The Applicant accepts that in an event that:

2.10.1 the date of the Applicant's debit order fall on a weekend or public holiday, the debit order will go off on the last business day before the weekend or public holiday;

2.10.2 the debit order fail or is rejected, Fundi reserves the right to change the date of the Applicant's debit order or resubmit the debit order on another date without notifying the Applicant of this and the Applicant will be solely responsible for the payment of any fees charged by the Applicant's bank in this regard;

2.10.3 FUNDI may request that a debit order go off the Applicant's account earlier than on the date selected. Fundi will notify the Applicant of this in advance and if the Applicant does not want Fundi to do this, the Applicant must inform Fundi;

2.10.4 FUNDI reserves the right to periodically align debit dates and track the Applicant's account to match the flow of credit; and

2.10.5 he/she cannot cancel monthly debit order without Fundi's prior written consent.

---

### 3. EARLY SETTLEMENT AND ACCOUNT TERMINATION BY APPLICANT

3.1 The interest and fees on amounts in arrears will be the same as the interest rate and fees charged in respect of the Loan Amount.

3.2 FUNDI may charge and recover the following fees in respect of the Loan Agreement provided that these fees do not exceed the prescribed legal maximum in terms of the National Credit Act:

3.2.1 a monthly service fee recoverable by FUNDI in connection with the routine administration cost of maintaining the Loan Agreement will be levied at the end of each month to which it relates;

3.2.2 default administration charges to cover administration costs incurred as a result of the Applicant defaulting on obligations under the Loan Agreement or upon cancellation of loan after a cooling off period of 5 business days (five) business days' following the date of signature hereof but before the end of the month during which the Loan Agreement was executed;

3.2.3 collection costs, being amounts that may be charged by FUNDI in respect of the enforcement of the Applicant's monetary obligations under the Loan Agreement not exceeding the maximum amount determined by the National Credit Act and does not include default administration charges.

3.2.4 The interest rate applicable to the Loan Agreement shall be a variable rate, subject to adjustment from time to time in accordance with movements in the Prime Rate (or other applicable benchmark rate) All interest rates shall at all times remain within the maximum limits prescribed under the National Credit Act, 2005.Interest shall accrue daily on the outstanding principal balance over a 365 (three hundred and sixty-five) day year, charged monthly in arrears, debited to the Applicant's account on the last day of each month, and payable immediately.

3.3 In cases where a variable interest rate applies, including but not limited to Corporate Collection Loans (excluding Long Distance Partner finance), the interest rate will be linked to the Prime Interest Rate. Should the applicable interest rate at any time exceed the prescribed maximum under the National Credit Act, it shall automatically adjust downward to comply with the Act. Interest on variable rate agreements is likewise calculated daily on the outstanding balance over a 365 (three hundred and sixty-five) day year, charged monthly in arrears, debited to the Applicant's account on the last day of each month, and payable immediately.

**Initial:**

| | |
|---|---|
| | |
| **Applicant** | **Spouse** |

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

### 4. COST, FEES AND CHARGES

4.1 The Applicant understands that he/she may at any time, and without penalty, terminate the Loan Agreement by paying the settlement amount in respect of the Loan Amount owed to FUNDI.

4.2 Should the Applicant decide to settle or terminate the Loan Agreement, a request for a settlement amount may be made to FUNDI at the contact number 0860 55 55 44 or email: support@fundi.co.za. The settlement amount provided by FUNDI 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 An initiation fee in respect of the costs of initiating the Loan Agreement will be levied on the date the Loan Agreement is signed. Should the Applicant wish to pay the initiation fee upfront, kindly call 0860 55 55 44 for assistance. If the Applicant is unable to pay the initiation fee upfront, FUNDI will reflect the initiation fee separately on the Loan Agreement and will not charge interest on the initiation fee;

4.4 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 FUNDI during this period after the Loan Amount has been settled in full will be refunded to the Applicant if due to him/her.

4.5 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 Service Provider as well as with FUNDI by providing a written notice of cancellation and/or termination.

4.6 Should cancellation or termination of the Loan Agreement take place after the funds have been paid over to the Service Provider, whether or not a confirmation slip has been issued, the Applicant shall continue to service the loan under and in terms of this Agreement, until such time as FUNDI receives the monies which were paid over to the Service Provider(s). Accordingly, the Applicant shall be liable for each monthly instalment amount (which includes that portion of the capital amount payable, interest thereon, that portion of the initiation fee which is due (to the extent that it was not paid upfront) and the monthly service fees.

4.7 In the event that the Loan Agreement is cancelled by the Applicant after the lapse of 5 (five) business days following the date of signature hereof but before the end of the month during which the Loan Agreement was executed, the Applicant shall be liable for the service fee in respect of the month during which the Loan Agreement was executed, in order to defray the costs incurred by FUNDI in executing and processing the loan.

4.8 The Applicant acknowledges that cancellation of loan after the lapse of 5 (five) business days following the date of loan approval hereof but before the end of the month during which the Loan Agreement was executed, will be processed after FUNDI has received the Loan Amount back from the Service Provider and FUNDI will thereafter refund (if applicable) the Applicant accordingly of any deductions made against the Applicant's account during the ''waiting for refund from Service Provider" period.

4.9 The Applicant bears the responsibility to adhere to the Service Provider's de-registration/cancellation of studies' terms and conditions and FUNDI may only cancel and/or refund monies according to the Service Provider's de-registration/ cancellation of studies terms and conditions. The same applies to cancellations of Equipment loans.

4.10. All initiation and monthly service fees are inclusive of VAT.

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### 5. STATEMENTS

5.1 On request by applicant Fundi will issue a statement of account ("statements") at 3(three) month intervals via preferred communication method. FUNDI issues statements of account ("statement") at 3 (three)month intervals.

5.2 FUNDI 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 fundi.co.za after registering as a user.

5.3 The Applicant may dispute all or part of the statement provided for by sending via email to support@fundi.co.za.

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### 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 or

6.1.2 the Applicant fails to comply with the terms and conditions of the Loan Agreement; or

6.1.3 an administration order in respect of the Applicant or is issued; or

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; or

6.1.5 the Applicant furnishes any incorrect and/or untrue information regarding himself/herself and/or his/her financial position to FUNDI.

6.2 The Applicant gives Fundi permission to track the Applicant's account every day until the Applicant has repaid the loan advanced in terms of this Loan Agreement in full. A Debit Check tracker will be placed on the Applicant's account in the event there is any money in arrears and the Applicant authorises FUNDI to collect the amount in arrears by way of a debit check.

6.3 Implication of default mentioned in 6.1
FUNDI will provide the Credit Bureau with information about the negative payment history of the Applicant, which will affect the Applicant's payment profile at the Credit Bureau. This may negatively affect the Applicant's credit status at any organisation making enquiries at the Credit Bureau. 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 FUNDI:

6.4.1 provide the Applicant with written notice of such default demanding that the Applicant rectify the default;

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; and

6.4.3 FUNDI 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, FUNDI may charge collection costs, which may not exceed the costs incurred by FUNDI 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) Superior Court Act, 2013, (ii) the Magistrates' Court Act, 1944, (iii) the Legal Practice Act, 2014; or (iv) the Debt Collector's Act, 1998, whichever is applicable to the enforcement of the Loan Agreement.

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Terms and Conditions apply. In support of responsible lending, FUNDI would like to notify you that you have the right to Debt Counselling. For more information, contact the NCR on 0860 627 627 / www.ncr.org.za. Fundi Capital (PTY) Ltd makes every effort to be compliant with the Protection of Personal Information Act (POPIA). As a data subject, you are entitled (if reasonable) to: 1. Be notified when your personal information is being collected. 2. Know if your personal information has been accessed or acquired by an unauthorised person. 3. Establish whether we hold your personal information, and to request access to it. 4. Request, the correction, destruction or deletion of your personal information. 5. Object to our processing of your personal information, and especially for purposes of direct marketing. 6. Not have your personal information subject to decisions based solely on the basis of the automated processing. 7. Submit a complaint to the Regulator regarding our processing of your personal information". This quotation remains valid for 5 (five) business days from the date of issuance in accordance with Section 92(2) of the NCA.

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

6.4.4 FUNDI 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 FUNDI delivered a notice to the Applicant as contemplated in Section 86(10), 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 FUNDI's proposals.

6.4.5 FUNDI will provide the Applicant at least 20 (twenty) business days' notice of its intention to report to the Credit Bureau adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant.

6.4.6 FUNDI may report adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant to the Credit Bureau 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 Bureau and credit worthiness may be negatively affected by the adverse information held by the Credit Bureau.

6.5 In the event of such default FUNDI 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.

6.6 The interest is calculated and charged as more fully detailed in 3.4. and 3.5 above and is debited to the Applicant's account as agreed in A4 and A5 of Part A.

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### 7. ACCOUNT TERMINATION BY CREDIT PROVIDER

7.1 In the event of a default as mentioned in clause 6 above, FUNDI may terminate the Loan Agreement according to the provisions of the National Credit Act. Notwithstanding clause 7.1 above, and without affecting FUNDI's rights, the termination of the Loan Agreement by FUNDI does not discharge the Applicant from its contractual obligation to service the loan until the loan is paid in full.

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### 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 FUNDI 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 after 5 business days (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.

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### 9. INFORMATION DISCLOSURE

9.1 FUNDI 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 FUNDI may provide to any of the Credit Bureau listed in 10.6 below, any adverse information in the format prescribed by such Credit Bureau and provided for by the National Credit Act. Such Credit Bureau 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 FUNDI forwarding, at its sole and absolute discretion, adverse information relating to the Loan Agreement to the Service/Provider (s) and, without limiting the foregoing, in the event of default or if the Student and/or the Applicant is reasonably believed to have committed a fraud.

9.4 FUNDI may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on the Applicant's account or Loan Agreement that gives FUNDI reasonable cause to suspect that the conduct is of a fraudulent nature.

9.5 By making the application for funding on the terms set out herein, the Applicant consents and/or ratifies to FUNDI obtaining from the Credit Bureau and/or National Loan Register the Applicants credit record and payment history and, without derogating from the foregoing, that FUNDI 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.

9.6 The **Applicant confirms and warrants that**:

(a) At the date of entering into this Agreement, they are **not under debt counselling or debt review** as contemplated in terms of the National Credit Act, 34 of 2005 ("NCA");

(b) They have **not submitted an application** for debt counselling or debt review to any debt counsellor, court, or the National Credit Regulator;

(c) They are **not negotiating, nor have they engaged in discussions** with any debt counsellor, attorney, or third party with the intention of applying for debt counselling or debt review; and

(d) All information furnished to the Lender in respect of their financial position, income, expenses, and indebtedness is true, correct, and complete in every material respect.

9.7 The Applicant undertakes to **immediately notify the Lender in writing** should they apply for or become subject to debt counselling or debt review at any time during the term of this Agreement.

9.8 The Applicant acknowledges and agrees that any misrepresentation or breach of the above declarations shall constitute a **material breach of this Agreement**, entitling the Lender, without prejudice to any other rights in law, to:

(a) **Declare the full outstanding balance immediately due and payable** together with any accrued interest, charges, and costs;

(b) **Institute legal proceedings** for recovery of all amounts owing; and

(c) Report such misrepresentation or fraudulent conduct to the relevant credit bureaux, the National Credit Regulator, and/or any law enforcement authority.

9.9 The Applicant acknowledges that applying for debt counselling or debt review immediately after the granting of this credit, without prior disclosure to the Lender, may constitute **fraudulent conduct** or an **abuse of the credit system**, which shall be dealt with in accordance with applicable laws and regulations.

**Initial:**

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| | |
| **Applicant** | **Spouse** |

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Terms and Conditions apply. In support of responsible lending, FUNDI would like to notify you that you have the right to Debt Counselling. For more information, contact the NCR on 0860 627 627 / www.ncr.org.za. Fundi Capital (PTY) Ltd makes every effort to be compliant with the Protection of Personal Information Act (POPIA). As a data subject, you are entitled (if reasonable) to: 1. Be notified when your personal information is being collected. 2. Know if your personal information has been accessed or acquired by an unauthorised person. 3. Establish whether we hold your personal information, and to request access to it. 4. Request, the correction, destruction or deletion of your personal information. 5. Object to our processing of your personal information, and especially for purposes of direct marketing. 6. Not have your personal information subject to decisions based solely on the basis of the automated processing. 7. Submit a complaint to the Regulator regarding our processing of your personal information". This quotation remains valid for 5 (five) business days from the date of issuance in accordance with Section 92(2) of the NCA.

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

### 10. DISPUTE RESOLUTION

10.1 The Applicant agrees that in the event of any dispute or complaint he/she will inform FUNDI 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. LOAN PROCESS AND USAGE

11.1 This loan is strictly to be used for educational purposes in paying for tuition fees/accommodation/or stationery and/or equipment.

11.2 The loan cannot be converted into cash nor may it be used for any other purpose.

11.3 The Loan Amount will be paid directly to the Service Provider.

11.4 Fundi will require a quote from the applicant to validate that the Equipment applied for is for education purposes

### 12. WARRANTIES

12.1 The Applicant warrants that the Student will be and remain the beneficiary of the Equipment until the loan advanced in terms of the Equipment Loan herein has been settled in full.

12.2 The Applicant expressly acknowledges and accepts that the Equipment, including but not limited to certain hardware, software and/or third-party support contracts, and the accessories thereto, if any, are procured from third-party Service Provider(s), and the Applicant acknowledges and accepts that FUNDI is not the manufacturer thereof. To the fullest extent permitted by law, FUNDI therefore makes no warranties in respect of the Equipment or any accessories thereto, and any warranties that may subsist in the Equipment or its accessories are made solely by such third-party Service Provider(s), who shall be solely liable therefore.

12.3 FUNDI shall not be liable in any way whatsoever for any failures, defects or shortcomings of any nature that may at any point in time arise in, or from the use of, such Equipment, and the Applicant indemnifies and holds FUNDI harmless from and against any loss, damages, claims, actions or expenses thereby incurred. Any issues relating to the return, exchange, or warranty of the Equipment must be resolved directly with the Service Provider, and FUNDI shall have no involvement in such processes.

12.4 Without derogating from the subclauses above in this clause 12, third party warranties may vary from product to product, and it is the responsibility of the Applicant and/or Student to consult the applicable product documentation for specific warranty information. In addition, the Applicant acknowledges that certain third-party warranties may limit or void the remedies they offer if unauthorised persons perform support services on the Equipment.

### 13. BREACH

13.1 If the Applicant defaults in the punctual payment of any payment as it falls due in terms of this Loan Agreement, or fails to comply with any of the terms and/or conditions of, or any of its obligations under this Loan Agreement including but not limited to the continued insurance and the timeous payment of premiums in connection therewith, then and upon the occurrence of any one of these events the Applicant will be in breach of this Loan Agreement and FUNDI may, without prejudice to any of its other rights in terms of the National Credit Act, -

13.1.1 claim immediate payment of all amounts payable in terms of this Loan Agreement whether or not such amounts are then due and payable and assuming for this purpose that this Loan Agreement would have endured for the full period; or

13.1.2 immediately terminate this Loan Agreement, retain all amounts already paid by the Applicant and claim all outstanding payments and all legal costs including collection costs.

### 14. DATA PROTECTION

14.1 In this clause, unless the context clearly indicates otherwise, the following words and expressions have the following meanings:

14.1.1 "POPI" means the Protection of Personal Information Act 4 of 2013, as amended from time to time, together with any regulations issued from time to time in terms thereof;

14.1.2 "Data Subject" means the person to whom Personal Information relates, in this instance the Applicant;

14.1.3 "Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including but not limited to:-

14.1.3.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

14.1.3.2 information relating to the education or the medical, financial, criminal or employment history of the person;

14.1.3.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

14.1.3.4 the biometric information of the person;

14.1.3.5 the personal opinions, views or preferences of the person;

14.1.3.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

14.1.3.7 the views of opinions of another individual about the person; and

14.1.3.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

14.2 The Applicant acknowledges that in order for FUNDI to enter into the Loan Agreement with him/her, FUNDI may need to provide, collect, use, store or process the Applicant's confidential information and/or the Personal Information and the Applicant authorises FUNDI to collect, use, store and process the aforementioned. FUNDI acknowledges and undertakes that, should it have access to, and process, Personal Information of Data Subjects, FUNDI shall comply with all the relevant provisions of POPI in relation to all Personal Information received, and without prejudice to the generality of the foregoing, undertakes:

14.2.1 not to allow any unauthorised persons access to the Personal Information;

14.2.2 not to do anything in relation to the Personal Information that requires the consent of, or notification to, a Data Subject without first acquiring such consent or providing such \ notification, as the case may be;

14.2.3 to comply immediately with all lawful and reasonable requests made by the Applicant to ensure compliance with POPI;

14.2.4 to inform the Applicant of all requests made by the Data Subjects in terms of POPI, and to assist the Applicant to the extent reasonably required, at the Applicant's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under POPI with respect to security, breach notifications and consultations with supervisory authorities or regulators to comply with such requests (to the extent required by POPI) should the Applicant authorise FUNDI to do so;

14.2.5 notify the Applicant without undue delay on becoming aware of a Personal Information Breach;

14.2.6 not to perform any act or omission that will cause the Applicant to breach any of its obligations under POPI;

14.2.7 in addition to the undertakings hereabove, to implement reasonable and appropriate technical and organisational security measures to prevent the loss of, damage to and/ or unauthorised access or destruction of Personal Information, and take reasonable steps to ensure that all its representatives, employees, agents, partners and their party sub- contractors, if applicable, comply with all of the undertakings in this Agreement;

14.2.8 to notify the Applicant immediately (or if not reasonably possible, as soon as reasonably possible) of any breach or anticipated breach of these undertakings or any of the provisions of POPI (including but not limited to any security breach or anticipated security breach, or unauthorised disclosure) in relation to the Personal Information, or any complaint (together with the full details of the complaint) received from a Data Subject;

14.2.9 to use the Personal Information for maintaining FUNDI'S internal administrative processes including quality, risk, client or vendor management processes; and

14.2.10 to use the Personal Information for internal business related statistical or research purposes.

14.3 The Parties agree to comply with the security and data protection obligations equivalent to those imposed on them by POPI and agree to implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the confidential information or Personal Information in its possession and to protect such confidential information or Personal Information against unauthorised or unlawful disclosure, access or processing accidental loss destructions or damages.

14.4 The Applicant acknowledges and agrees that the confidential information or Personal Information may be shared with FUNDI'S personnel, professional advisors or associates.

14.5 The Applicant further acknowledges that FUNDI may notify the Applicant about important developments relevant to you. Please inform FUNDI in writing should you not wish to receive any electronic or other communications. All electronic communications between the Parties may be monitored by FUNDI to ensure compliance with professional standards and internal compliance policies.

14.6 The Applicant is hereby made aware that FUNDI may for the purposes of collection, use, storage or processing thereof, transfer the Applicant's Personal Information to:

14.6.1 an outsourced information technology provider; or

14.6.2 another country for legitimate business purposes including the use of cloud based solutions.

14.7 In this event, FUNDI will endeavour to ensure that any outsourced service provider involved in the collection, use, storage or processing undertakes to ensure that such confidential information and or Personal Information is protected with the same level of protection as FUNDI provides. However FUNDI cannot be held liable or responsible for confidential; information and/or Personal Information that the Applicant sends to third party service providers.

14.8 By entering into this Loan Agreement the Applicant consents to the collection, use, storage, processing or transfer of his/her Personal Information whenever it is required.

14.9 The Applicant hereby indemnifies and holds FUNDI harmless against any loss, claims, costs (including legal costs on an attorney and own client scale) or damage which may be suffered or incurred by the Applicant in consequence of any breach of any of the above undertakings or of any provisions of POPI.

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**15. FUNDICOLLECT LOANS (Debt Collection Rules)**

15.1 FundiCollect Loans are administered by Fundi Capital (Pty) Ltd ("Fundi") on behalf of participating educational institutions (each an "Institution"). They are processed on a separate loan book and are limited to study loans.

15.2 For FundiCollect Loans, the Institution is the lender/creditor of record. Fundi act solely as collection agent and administrator under the applicable institutional addendum or mandate ("Institutional Addendum").

15.3 (a) Interest: Unless the Institutional Addendum expressly provides otherwise, the interest rate is 0% (zero) for the duration of the FundiCollect Loan.
(b) Fees: An Initiation Fee and a Monthly Service Fee apply to FundiCollect Loans, aligned to Fundi's prevailing fee schedule as permitted by law and disclosed in the applicable pre-agreement statement and quotation.
(c) Settlement discounts: The settlement discount is configured per Institution on the front end as a percentage and may differ by Institution. The amount disbursed to the Institution is net of the settlement discount. Settlement discounts do not reduce the Applicant's instalment unless expressly reflected in Annexure A for the relevant transaction.
(d) Instalments are collected via all approved payroll deduction methods, including but not limited to Persal and Q-Link, as applicable to the customer's employer. Debit orders are not available for FundiCollect Loans.
(e) Disbursement: Disbursements are made to the Institution and not to the student/applicant.

15.4 Personal information is collected, processed and shared strictly for administering and collecting FundiCollect Loans, in accordance with POPIA and the Institutional Addendum.

15.5 Default management (including notices, restructures and concessions) is undertaken by Fundi as agent in accordance with the Institutional Addendum and applicable law. Credit bureau reporting by Fundi does not apply to FundiCollect Loans unless required by law or expressly stated in the Institutional Addendum.

15.6 Terms that apply to Fundi-funded tuition or device loans (including interest charging and Fundi credit-risk provisions) do not apply to FundiCollect Loans unless expressly incorporated in this clause or the Institutional Addendum.

15.7 This clause applies initially to FundiCollect Loans offered under the UCT Institutional Addendum. Additional Institutions may be added from time to time; the then-current list will be maintained by Fundi and reflected in the application pack and systems configuration.

15.8 FundiCollect Loans are accompanied by a product-specific pre-agreement statement and quotation set out in Annexure A, which forms part of this agreement.

**Initial:**

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| | |
| **Applicant** | **Spouse** |

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

15.9 Capture and administration of FundiCollect Loans are restricted to authorised Fundi personnel under internal access controls. This operational restriction does not confer rights on any applicant.

15.10 If there is any inconsistency between this clause and an applicable Institutional Addendum for a FundiCollect Loan, the Institutional Addendum and Annexure A prevail for that FundiCollect Loan.

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### 16. FORCE MAJEURE

16.1 FUNDI shall not be liable to the Applicant for delay or failure to perform in terms of this Loan Agreement caused by an event or occurrence of force majeure.

16.2 Should any Party to this Loan Agreement (hereinafter referred to as the "Invoking Party") be prevented from fulfilling any of its obligations in terms of this Loan Agreement as a result of any act of God including inter alia, war, fire, flood, hostilities, legislation, insurrection, an outbreak of a pandemic disease, quarantine, sanctions, act of terrorism, trade embargo, restraints of rulers or people, strike, labour disturbances, or any law, proclamation, regulation or ordinance, lock down, demand or act or requirement of any government having or claiming to have jurisdiction over the subject matter of this Agreement or the Parties, explosion or any economic or other cause beyond the reasonable control of such Party (any such event hereinafter called "Force Majeure") then:

16.2.1 the Invoking Party will forthwith give written notice thereof to the other Party specifying:-

16.2.1.1 the cause and anticipated duration of the Force Majeure; and

16.2.1.2 promptly upon termination of the Force Majeure, stating that such Force Majeure has terminated.

16.2.2 performance of any such obligations will be suspended from the date on which notice is given of a Force Majeure event until the date on which notice is given of termination of a Force Majeure event (hereinafter referred to as the "Suspension Period") subject always to the remaining provisions of this clause 16.

16.2.3 the Invoking Party will not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to, or resulting from, the Force Majeure during the Suspension Period provided that:-

16.2.3.1 the Invoking Party uses and continues to use its best efforts to perform such obligation;

16.2.4 if the Force Majeure shall continue for more than 30 (thirty) consecutive days the other Party will be entitled to cancel this Loan Agreement on the expiry of such period, but will not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to, or resulting from, the Force Majeure; and

16.2.4.1 the Party not invoking Force Majeure will be entitled to elect, by giving written notice within 10 (ten) days of termination thereof, as to whether or not it requires the Invoking Party to perform any obligations incurred prior to Force Majeure.

---

### 17. GENERAL

17.1 Any agreed changes to this Loan Agreement will be made in writing and signed by both Parties to the Loan Agreement recorded by FUNDI. FUNDI will within 20 (twenty) business days after the date of agreed change to the Loan Agreement deliver to the Applicant by way of email, post 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.

17.2 The Loan Agreement will be governed by the Laws of the Republic of South Africa.

17.3 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.

17.4 FUNDI may without consent or notice to the Applicant, cede and/or delegate any of its rights and/or obligations under this Loan Agreement.

17.5 The Applicant may apply to a debt counsellor to be declared over-indebted by following the following procedures, but not after FUNDI has started legal action.

17.5.1 inform FUNDI of the Applicant's intention of initiating the debt counselling process by contacting the FUNDI Call Centre at 0860 55 55 44;

17.5.2 the Applicant must inform any debt counsellor of his/her choice and provide the debt counsellor with his/her income and expense information;

17.5.3 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;

17.5.4 the debt counsellor will guide the Applicant through the process of debt counselling.

17.6 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.

17.7 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 FUNDI's account. The same will be applicable when FUNDI makes a payment of a Loan Amount that is in excess of the amount due to the Service Provider.

17.8 Any commission to be paid to an agent for assisting with the completion of the Loan 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.

17.9 To the maximum extent permitted by law, the Applicant hereby agrees that FUNDI may, without further notice to the Applicant, cede all or part of FUNDI's rights and/or delegate all or any part of FUNDI's obligations under this Agreement, either absolutely or as collateral to any person, third party or another credit provider, even if such cession or assignment by FUNDI results in FUNDI ceding its loan book to a third party or another credit provider.

17.10 This Loan Agreement constitutes the entire agreement between the Parties and no addition, variation or waiver of any of the provisions of this Agreement shall be of any force or effect unless in writing and duly signed by authorised representatives of all the Parties.

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Terms and Conditions apply. In support of responsible lending, FUNDI would like to notify you that you have the right to Debt Counselling. For more information, contact the NCR on 0860 627 627 / www.ncr.org.za. Fundi Capital (PTY) Ltd makes every effort to be compliant with the Protection of Personal Information Act (POPIA). As a data subject, you are entitled (if reasonable) to: 1. Be notified when your personal information is being collected. 2. Know if your personal information has been accessed or acquired by an unauthorised person. 3. Establish whether we hold your personal information, and to request access to it. 4. Request, the correction, destruction or deletion of your personal information. 5. Object to our processing of your personal information, and especially for purposes of direct marketing. 6. Not have your personal information subject to decisions based solely on the basis of the automated processing. 7. Submit a complaint to the Regulator regarding our processing of your personal information". This quotation remains valid for 5 (five) business days from the date of issuance in accordance with Section 92(2) of the NCA.

# LOAN APPLICATION FORM/AGREEMENT

Fundi, Constantia Park,
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park
PO Box 5287, Weltevreden Park 1715
VAT No: 4550176798 | Initiation & admin fee are VAT inclusive

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

**18. DECLARATION**

The Applicant:

18.1 Confirms that he/she applied for a loan with FUNDI 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;

18.2 Confirms that the Applicant and understand that FUNDI will take legal action against any person who commits any act that can be defined as fraudulent. FUNDI will be entitled, without limitation, to open a case of fraud against the perpetrator and will forward such details to the SAPS, which will further be entitled to take any action it deems fit;

18.3 Understands that FUNDI is not an agent or representative of any of the Service Provider(s) except for the purpose of administering the Persal and/or Persal code and/or the SASSA system as agreed between FUNDI and the Service Provider and cannot be held responsible if the Service Provider/Educational Institution fails to deliver educational services to the Student;

18.4 Acknowledges and consents to FUNDI using TCPS (Transactional Capital Payment Solutions) for payment requests made from the Applicant's bank account in terms of Part A;

18.5 Acknowledges that if married in community of property, their spouse has given the requisite authority to enter into this Loan Agreement with Fundi.

18.6 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** |

**PLEASE NOTE:**
**THIS FUNDI APPLICATION FORM IS ONLY APPLICABLE TO 4-YEAR PART-TIME APPLICANTS REGISTERING FOR YEAR 1, 2 OR 3. SEE THE NEXT FUNDI FORM FOR YEAR 4.**

**STUDY LOANS ARE FOR GOVERNMENT EMPLOYEES ONLY**



# VERY IMPORTANT NOTICE

**IF YOU ARE ENROLLING TO RECEIVE ONLY ONLINE (E-BOOK) MATERIAL AND YOU WANT TO APPLY FOR A FUNDI LOAN TO PAY FOR YOUR STUDIES**

**PLEASE COMPLETE THE FIRST PAGE OF THE FUNDI FORM WITH THE QUOTATION OF R21 150**

**IF YOU ARE ENROLLING TO RECEIVE BOTH HARD COPY AND ONLINE (E-BOOK) MATERIAL - COMPLETE THE SECOND PAGE OF THE FUNDI FORM THE QUOTATION OF R22 419**

**YOU MUST COMPLETE ALL THE OTHER PAGES OF THE LOAN APPLICATION AND SIGN WHERE INDICATED**

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## APPLICANT'S DETAILS

A1

Title:
Surname:
Name:
Physical address: (domicile) Code:
Postal address: Code:
Email address:

ID No:
Tel (work):
Tel (Payroll officer):
Cell:
Employer/Company:
Occupation: Years in service:
Employment Status: Permanent: Contract worker: Temporary:
Employee No:
Relationship to student:

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

## 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:
Cell:
Course Faculty:

University/Merchant/ Institution/College:
Student No:
Course studying:
Year of Study: 1 2 3 4+
Course Type: Certificate/Diploma Under Graduate/Bachelor's Degree Post Graduate Other

## APPLICANT'S INCOME INFORMATION

A3

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

Tuition Loan
School Fees Loan
Book & Stationery Loan
Equipment Loan (to finance purchase of Equipment).
Accommodation Loan

In respect of an Educational Tools Loan (being an instalment agreement) concluded at premises other than Fundi's registered business premises, you have the right to a 5 (five) business day cooling-off period from date of loan approval. Kindly note that you will have to wait 5 (five) business days for goods to be dispatched after the approval of the loan.

LOAN REPAYMENT

| | | |
|---|---|---|
| Loan Amount: | R | 21 150.00 |
| Annual Interest Rate: | | 23.63 % |
| Number of Monthly Instalments: | | 24 |
| Initiation Fee: | R | 825.25 |
| Monthly Service Fee: | R | 48.30 |
| Total Monthly Instalment Amount: | R | 1 197.84 |
| Total Amount Repayable: | R | 28 748.16 |
| Total Interest Amount Repayable: | R | 5 593.71 |

Repayment Schedule:
Repayment Date: (Same as the Applicant's salary date.)
The first payment will begin on
Final payment to be made on

## BANK ACCOUNT DETAILS

A5

Name of the account holder:
Branch code:
Type of account:

Bank:
Account No:
Salary Date:
Salary deduction reference number:

Debit Order reference number: FUNDI (Loan Account Number)

Applicant D D / M M / Y Y
Spouse (if married in Community of Property to Applicant) D D / M M / Y Y
Witness 1 D D / M M / Y Y
Witness 2 D D / M M / Y Y

00183

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# LOAN APPLICATION FORM/AGREEMENT

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## APPLICANT'S DETAILS

A1

Title:
Surname:
Name:
Physical address: (domicile) Code:
Postal address: Code:
Email address:

ID No:
Tel (work):
Tel (Payroll officer):
Cell:
Employer/Company:
Occupation: Years in service:
Employment Status: Permanent: Contract worker: Temporary:
Employee No:
Relationship to student:

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

## 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:
Cell:
Course Faculty:

University/Merchant/ Institution/College:
Student No:
Course studying:
Year of Study: 1 2 3 4+
Course Type: Certificate/Diploma Under Graduate/Bachelor's Degree Post Graduate Other

## APPLICANT'S INCOME INFORMATION

A3

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

Tuition Loan
School Fees Loan
Book & Stationery Loan
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Accommodation Loan

In respect of an Educational Tools Loan (being an instalment agreement) concluded at premises other than Fundi's registered business premises, you have the right to a 5 (five) business day cooling-off period from date of loan approval. Kindly note that you will have to wait 5 (five) business days for goods to be dispatched after the approval of the loan.

LOAN REPAYMENT

| | | |
|---|---|---|
| Loan Amount: | R | 22 419,00 |
| Annual Interest Rate: | | 23,63 % |
| Number of Monthly Instalments: | | 24 |
| Initiation Fee: | R | 845,25 |
| Monthly Service Fee: | R | 48,30 |
| Total Monthly Instalment Amount: | R | 1 264,70 |
| Total Amount Repayable: | R | 30 352,79 |
| Total Interest Amount Repayable: | R | 5 929,34 |

Repayment Schedule:
Repayment Date: (Same as the Applicant's salary date.)
The first payment will begin on
Final payment to be made on

## BANK ACCOUNT DETAILS

A5

Name of the account holder:
Branch code:
Type of account:

Bank:
Account No:
Salary Date:
Salary deduction reference number:

Debit Order reference number: FUNDI (Loan Account Number)

Applicant D D / M M / Y Y
Spouse (if married in Community of Property to Applicant) D D / M M / Y Y
Witness 1 D D / M M / Y Y
Witness 2 D D / M M / Y Y

00183

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## PAYMENT INFORMATION

A6 The Parties agree that FUNDI will advance the Loan Amount to the Applicant and pay it directly to the relevant Service Provider for and on behalf of the Applicant. 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 FUNDI 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 FUNDI to deduct the monthly instalments from the bank account specified above 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 above. The Applicant will ensure that 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. FUNDI may track the Applicant's account every day until the Applicant has paid off everything the Applicant owes for that repayment cycle. Should FUNDI become aware of a change to the salary date or the bank account details of the Applicant, FUNDI has the right to change the debit order details accordingly. The Applicant agrees to advise FUNDI, in writing, 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 Total Monthly Instalment Amount, within 2 (two) days of such change. If the Repayment Date falls on a Sunday or a public holiday, the Applicant agrees that FUNDI may deduct the Total Monthly Instalment Amount from the Applicant's salary or debit the Applicant's bank account on the immediately preceding business day. 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 FUNDI. The Applicant acknowledges that FUNDI 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.

## COMMUNICATION OPTIONS (Applicant preferences)

- **BUSINESS COMMUNICATION.** Preferred method of communication:
  ☐ Mobile ☐ SMS ☐ Email
- **STANDARD MARKETING COMMUNICATIONS.**
  The Applicant opts to be included in FUNDI's distribution of marketing material. Yes ☐ No ☐
- Where did you hear about us:

A7 By signing this Application Form, the Applicant confirms that the information provided herein is to his/her knowledge and belief true and correct, and that no information required for evaluating the loan application has been omitted. The Applicant acknowledges that, subject to the correctness of the information supplied in this Application Form, if approved, the Application Form will constitute a Pre-agreement Statement and Quotation and acceptance thereof will constitute a binding Loan Agreement on the above Terms and Conditions read with Part B hereof, the contents of which are deemed to be incorporated herein. Please speak to your Sales Consultant for assistance in completing this form.

Applicant Signature

D D / M M / Y Y

## OFFICE USE ONLY

Signature of Credit Provider Representative

Date:

**Commission agent code:** ☐☐☐☐☐☐☐☐☐☐☐☐☐

**Agent's Name:** ..... **ID:** .....

# ANNEXURE: TERMS AND CONDITIONS

**PART B**

**1. THE EDUCATIONAL LOAN AGREEMENT (the "Loan Agreement")**

1.1 The Loan Agreement consists of Part A, being the **Pre-agreement Statement, Quotation and Repayment Schedule** as well as this Part B, being the terms and conditions signed by the Applicant, and it is the only record of the issues addressed herein.

1.2 The Loan Agreement is entered into by and between Fundi Capital (Pty) Limited and the Applicant detailed in Part A.

1.3 FUNDI is registered in terms of the National Credit Act No. 34 of 2005 ("National Credit Act") under number NCRCP158.

1.4 The Applicant understands and acknowledges that:

1.4.1 the terms and conditions applicable to the Loan Agreement will at all times be subject to the provisions of the National Credit Act 34 of 2005 and the Protection of Personal Information Act 4 of 2013;

1.4.2 the terms and conditions applicable to the sale of the Equipment will at all times be subject to the Consumer Protection Act No. 68 of 2008;

1.4.3 The Equipment Loan, Tuition Loan, Accommodation Loan, and School Fees Loan constitute a Loan Agreement between Fundi and the Applicant, whereby Fundi provides financing for the Applicant to cover educational-related expenses, including but not limited to the purchase of equipment, payment of tuition fees, accommodation costs, and school uniforms, through independent third-party service providers. Any loan provided by Fundi under this agreement does not constitute an instalment sale agreement, lease, or secured credit agreement, and therefore, the provisions of Section 127(1), (2), (3), and (5) of the National Credit Act do not apply".

1.5 **"Prime Interest Rate"** means the publicly quoted variable annual basic rate of interest, published from time to time by the Reserve Bank as being their prime rate and as certified by the auditors of FUNDI, whose appointment it shall not be necessary to prove. The interest rate applicable to this loan agreement shall not exceed the maximum limit prescribed by the National Credit Act (Section 103) and the National Credit Regulator".

1.6 "Tuition" means the fees payable to an accredited educational institution for the provision of academic instruction, courses, or training programs. This includes, but is not limited to, school fees, university tuition, college tuition, and any related academic charge.

1.7 "Accommodation" means fees payable to the accredited accommodation service provider for the of lodging of students while pursuing their studies. This includes, but is not limited to student residences, boarding facilities, rental accommodations.

1.8 "Applicant" means the person whose details are reflected on Part A of the Application Form captured on soft or hard copy.

1.9 **"Equipment"** means laptops, computers, cell phones, tablets and related computer hardware and software.

1.10 **"Equipment Loan"** means this Loan Agreement entered into by the Applicant for the specific purpose of financing the purchasing of Equipment from a Service Provider.

1.11 "School Uniform" Refers to the prescribed clothing and attire required by an educational institution as part of its dress code. This includes, but is not limited to, school shirts, trousers, skirts, dresses, blazers, ties, and other specified accessories necessary for compliance with the institution's uniform policy.

1.12 **"Parties"** means the Applicant and FUNDI collectively and "Party" refers either one depending on the context in which the word is used.

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

### 2. PAYMENTS

2.1 The Repayment Schedule contained in A4 of Part A sets out the information relating to the credit extended required to be maintained by the Applicant (as applicable).

2.2 The Applicant must make consecutive monthly payments to FUNDI that are due and payable in terms of this Loan Agreement on or before the Repayment Date (which date is the same as the Applicant's salary date) without set-off or deduction.

2.3 In an event that we are not able to collect your monthly installment from the Employer, your monthly instalment amount will be collected by means of debit order from the provided bank account in part A or by the bank as provided by the Applicant.

2.4 Payment of the Loan Amount and any transfer payment is made directly by FUNDI to the Service Provider/Educational Institution.

2.5 FUNDI will credit each payment received under the Loan Agreement to the Applicant's account on the date of receipt of the payment as follows:

2.5.1 firstly, to satisfy any due or unpaid interest charges;

2.5.2 secondly, to satisfy any due or unpaid fees or charges;

2.5.3 thirdly, to reduce the amount of the principal debt;

2.6 FUNDI will:

2.6.1 make the payment of the Loan Amount, as set out in A4 of Part A the relevant Service Provider/Educational Institution.

2.6.2 **"Service Provider"** refers to the relevant accredited Educational Institution, school, merchant, supplier and/or accommodation provider from whom the student or Applicant procures education services, uniforms, accommodation, and/or Equipment.

2.6.3 Fundi Card (being a debit card onto which the Loan Amount may be loaded) or any other third party that provides services related to and for an educational purpose and as approved by FUNDI.

2.6.4 Depending on the terms outlined in the Merchant Agreement, Fundi may disburse a proportion of the approved loan amount on a monthly basis rather than disbursing the full loan amount upfront. The disbursement structure shall be determined based on the specific agreement between Fundi and the relevant service provider, ensuring alignment with the intended purpose of the loan. The Applicant acknowledges that disbursements may be subject to periodic review and adjustments as deemed necessary by Fundi.

2.6.5 The Applicant consents to Fundi Capital (Pty) Ltd ("Fundi") sharing their personal information with third parties, including educational institutions, for the purposes of administering, managing, and monitoring the funding provided. Fundi undertakes to only disclose personal information to the extent necessary to perform its obligations under this agreement and in compliance with applicable privacy laws, including the Protection of Personal Information Act, 2013 (POPIA).

2.6.6 The Applicant acknowledges that they may withdraw this consent at any time by providing written notice to Fundi. Such withdrawal will not affect any lawful processing conducted prior to withdrawal and may impact Fundi's ability to administer the funding.

2.6.7 An Applicant who applies for an accommodation loan on their own behalf as the Student shall not be eligible for an accommodation loan.

2.6.8 Accommodation loans shall be granted exclusively in respect of Students who reside in accommodation located within close proximity to the educational institution where they are currently registered.

2.7 The Service Provider will not be permitted to refund any of the funds paid to it by FUNDI, directly to the student or the Applicant. The unused funds will be transferred back to FUNDI and credited against the Applicant's account. FUNDI will thereafter refund the Applicant into the bank account of the Applicant, the details of which are provided for in A4 of Part A or if amended into the latest bank account provided to FUNDI in writing, if such refund is due to the Applicant.

2.8 The Applicant may make additional payments to settle the Loan Agreement early or pay monthly instalments earlier without giving any notice or paying any penalty to FUNDI.

2.9 The Applicant undertakes to inform FUNDI in writing of any changes related to his/her payment method and/or his/her employment status.

2.10 The Applicant accepts that in an event that:

2.10.1 the date of the Applicant's debit order fall on a weekend or public holiday, the debit order will go off on the last business day before the weekend or public holiday;

2.10.2 the debit order fail or is rejected, Fundi reserves the right to change the date of the Applicant's debit order or resubmit the debit order on another date without notifying the Applicant of this and the Applicant will be solely responsible for the payment of any fees charged by the Applicant's bank in this regard;

2.10.3 FUNDI may request that a debit order go off the Applicant's account earlier than on the date selected. Fundi will notify the Applicant of this in advance and if the Applicant does not want Fundi to do this, the Applicant must inform Fundi;

2.10.4 FUNDI reserves the right to periodically align debit dates and track the Applicant's account to match the flow of credit; and

2.10.5 he/she cannot cancel monthly debit order without Fundi's prior written consent.

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### 3. EARLY SETTLEMENT AND ACCOUNT TERMINATION BY APPLICANT

3.1 The interest and fees on amounts in arrears will be the same as the interest rate and fees charged in respect of the Loan Amount.

3.2 FUNDI may charge and recover the following fees in respect of the Loan Agreement provided that these fees do not exceed the prescribed legal maximum in terms of the National Credit Act:

3.2.1 a monthly service fee recoverable by FUNDI in connection with the routine administration cost of maintaining the Loan Agreement will be levied at the end of each month to which it relates;

3.2.2 default administration charges to cover administration costs incurred as a result of the Applicant defaulting on obligations under the Loan Agreement or upon cancellation of loan after a cooling off period of 5 business days (five) business days' following the date of signature hereof but before the end of the month during which the Loan Agreement was executed;

3.2.3 collection costs, being amounts that may be charged by FUNDI in respect of the enforcement of the Applicant's monetary obligations under the Loan Agreement not exceeding the maximum amount determined by the National Credit Act and does not include default administration charges.

3.2.4 The interest rate applicable to the Loan Agreement shall be a variable rate, subject to adjustment from time to time in accordance with movements in the Prime Rate (or other applicable benchmark rate) All interest rates shall at all times remain within the maximum limits prescribed under the National Credit Act, 2005.Interest shall accrue daily on the outstanding principal balance over a 365 (three hundred and sixty-five) day year, charged monthly in arrears, debited to the Applicant's account on the last day of each month, and payable immediately.

3.3 In cases where a variable interest rate applies, including but not limited to Corporate Collection Loans (excluding Long Distance Partner finance), the interest rate will be linked to the Prime Interest Rate. Should the applicable interest rate at any time exceed the prescribed maximum under the National Credit Act, it shall automatically adjust downward to comply with the Act. Interest on variable rate agreements is likewise calculated daily on the outstanding balance over a 365 (three hundred and sixty-five) day year, charged monthly in arrears, debited to the Applicant's account on the last day of each month, and payable immediately.

**Initial:**

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| **Applicant** | **Spouse** |

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Terms and Conditions apply. In support of responsible lending, FUNDI would like to notify you that you have the right to Debt Counselling. For more information, contact the NCR on 0860 627 627 / www.ncr.org.za. Fundi Capital (PTY) Ltd makes every effort to be compliant with the Protection of Personal Information Act (POPIA). As a data subject, you are entitled (if reasonable) to: 1. Be notified when your personal information is being collected. 2. Know if your personal information has been accessed or acquired by an unauthorised person. 3. Establish whether we hold your personal information, and to request access to it. 4. Request, the correction, destruction or deletion of your personal information. 5. Object to our processing of your personal information, and especially for purposes of direct marketing. 6. Not have your personal information subject to decisions based solely on the basis of the automated processing. 7. Submit a complaint to the Regulator regarding our processing of your personal information". This quotation remains valid for 5 (five) business days from the date of issuance in accordance with Section 92(2) of the NCA.

# LOAN APPLICATION FORM/AGREEMENT

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

### 4. COST, FEES AND CHARGES

4.1 The Applicant understands that he/she may at any time, and without penalty, terminate the Loan Agreement by paying the settlement amount in respect of the Loan Amount owed to FUNDI.

4.2 Should the Applicant decide to settle or terminate the Loan Agreement, a request for a settlement amount may be made to FUNDI at the contact number 0860 55 55 44 or email: support@fundi.co.za. The settlement amount provided by FUNDI 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 An initiation fee in respect of the costs of initiating the Loan Agreement will be levied on the date the Loan Agreement is signed. Should the Applicant wish to pay the initiation fee upfront, kindly call 0860 55 55 44 for assistance. If the Applicant is unable to pay the initiation fee upfront, FUNDI will reflect the initiation fee separately on the Loan Agreement and will not charge interest on the initiation fee;

4.4 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 FUNDI during this period after the Loan Amount has been settled in full will be refunded to the Applicant if due to him/her.

4.5 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 Service Provider as well as with FUNDI by providing a written notice of cancellation and/or termination.

4.6 Should cancellation or termination of the Loan Agreement take place after the funds have been paid over to the Service Provider, whether or not a confirmation slip has been issued, the Applicant shall continue to service the loan under and in terms of this Agreement, until such time as FUNDI receives the monies which were paid over to the Service Provider(s). Accordingly, the Applicant shall be liable for each monthly instalment amount (which includes that portion of the capital amount payable, interest thereon, that portion of the initiation fee which is due (to the extent that it was not paid upfront) and the monthly service fees.

4.7 In the event that the Loan Agreement is cancelled by the Applicant after the lapse of 5 (five) business days following the date of signature hereof but before the end of the month during which the Loan Agreement was executed, the Applicant shall be liable for the service fee in respect of the month during which the Loan Agreement was executed, in order to defray the costs incurred by FUNDI in executing and processing the loan.

4.8 The Applicant acknowledges that cancellation of loan after the lapse of 5 (five) business days following the date of loan approval hereof but before the end of the month during which the Loan Agreement was executed, will be processed after FUNDI has received the Loan Amount back from the Service Provider and FUNDI will thereafter refund (if applicable) the Applicant accordingly of any deductions made against the Applicant's account during the ''waiting for refund from Service Provider" period.

4.9 The Applicant bears the responsibility to adhere to the Service Provider's de-registration/cancellation of studies' terms and conditions and FUNDI may only cancel and/or refund monies according to the Service Provider's de-registration/ cancellation of studies terms and conditions. The same applies to cancellations of Equipment loans.

4.10. All initiation and monthly service fees are inclusive of VAT.

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### 5. STATEMENTS

5.1 On request by applicant Fundi will issue a statement of account ("statements") at 3(three) month intervals via preferred communication method. FUNDI issues statements of account ("statement") at 3 (three)month intervals.

5.2 FUNDI 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 fundi.co.za after registering as a user.

5.3 The Applicant may dispute all or part of the statement provided for by sending via email to support@fundi.co.za.

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### 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 or

6.1.2 the Applicant fails to comply with the terms and conditions of the Loan Agreement; or

6.1.3 an administration order in respect of the Applicant or is issued; or

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; or

6.1.5 the Applicant furnishes any incorrect and/or untrue information regarding himself/herself and/or his/her financial position to FUNDI.

6.2 The Applicant gives Fundi permission to track the Applicant's account every day until the Applicant has repaid the loan advanced in terms of this Loan Agreement in full. A Debit Check tracker will be placed on the Applicant's account in the event there is any money in arrears and the Applicant authorises FUNDI to collect the amount in arrears by way of a debit check.

6.3 Implication of default mentioned in 6.1
FUNDI will provide the Credit Bureau with information about the negative payment history of the Applicant, which will affect the Applicant's payment profile at the Credit Bureau. This may negatively affect the Applicant's credit status at any organisation making enquiries at the Credit Bureau. 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 FUNDI:

6.4.1 provide the Applicant with written notice of such default demanding that the Applicant rectify the default;

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; and

6.4.3 FUNDI 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, FUNDI may charge collection costs, which may not exceed the costs incurred by FUNDI 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) Superior Court Act, 2013, (ii) the Magistrates' Court Act, 1944, (iii) the Legal Practice Act, 2014; or (iv) the Debt Collector's Act, 1998, whichever is applicable to the enforcement of the Loan Agreement.

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Terms and Conditions apply. In support of responsible lending, FUNDI would like to notify you that you have the right to Debt Counselling. For more information, contact the NCR on 0860 627 627 / www.ncr.org.za. Fundi Capital (PTY) Ltd makes every effort to be compliant with the Protection of Personal Information Act (POPIA). As a data subject, you are entitled (if reasonable) to: 1. Be notified when your personal information is being collected. 2. Know if your personal information has been accessed or acquired by an unauthorised person. 3. Establish whether we hold your personal information, and to request access to it. 4. Request, the correction, destruction or deletion of your personal information. 5. Object to our processing of your personal information, and especially for purposes of direct marketing. 6. Not have your personal information subject to decisions based solely on the basis of the automated processing. 7. Submit a complaint to the Regulator regarding our processing of your personal information". This quotation remains valid for 5 (five) business days from the date of issuance in accordance with Section 92(2) of the NCA.

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

6.4.4 FUNDI 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 FUNDI delivered a notice to the Applicant as contemplated in Section 86(10), 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 FUNDI's proposals.

6.4.5 FUNDI will provide the Applicant at least 20 (twenty) business days' notice of its intention to report to the Credit Bureau adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant.

6.4.6 FUNDI may report adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant to the Credit Bureau 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 Bureau and credit worthiness may be negatively affected by the adverse information held by the Credit Bureau.

6.5 In the event of such default FUNDI 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.

6.6 The interest is calculated and charged as more fully detailed in 3.4. and 3.5 above and is debited to the Applicant's account as agreed in A4 and A5 of Part A.

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### 7. ACCOUNT TERMINATION BY CREDIT PROVIDER

7.1 In the event of a default as mentioned in clause 6 above, FUNDI may terminate the Loan Agreement according to the provisions of the National Credit Act. Notwithstanding clause 7.1 above, and without affecting FUNDI's rights, the termination of the Loan Agreement by FUNDI does not discharge the Applicant from its contractual obligation to service the loan until the loan is paid in full.

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### 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 FUNDI 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 after 5 business days (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.

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### 9. INFORMATION DISCLOSURE

9.1 FUNDI 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 FUNDI may provide to any of the Credit Bureau listed in 10.6 below, any adverse information in the format prescribed by such Credit Bureau and provided for by the National Credit Act. Such Credit Bureau 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 FUNDI forwarding, at its sole and absolute discretion, adverse information relating to the Loan Agreement to the Service/Provider (s) and, without limiting the foregoing, in the event of default or if the Student and/or the Applicant is reasonably believed to have committed a fraud.

9.4 FUNDI may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on the Applicant's account or Loan Agreement that gives FUNDI reasonable cause to suspect that the conduct is of a fraudulent nature.

9.5 By making the application for funding on the terms set out herein, the Applicant consents and/or ratifies to FUNDI obtaining from the Credit Bureau and/or National Loan Register the Applicants credit record and payment history and, without derogating from the foregoing, that FUNDI 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.

9.6 The **Applicant confirms and warrants that**:

(a) At the date of entering into this Agreement, they are **not under debt counselling or debt review** as contemplated in terms of the National Credit Act, 34 of 2005 ("NCA");

(b) They have **not submitted an application** for debt counselling or debt review to any debt counsellor, court, or the National Credit Regulator;

(c) They are **not negotiating, nor have they engaged in discussions** with any debt counsellor, attorney, or third party with the intention of applying for debt counselling or debt review; and

(d) All information furnished to the Lender in respect of their financial position, income, expenses, and indebtedness is true, correct, and complete in every material respect.

9.7 The Applicant undertakes to **immediately notify the Lender in writing** should they apply for or become subject to debt counselling or debt review at any time during the term of this Agreement.

9.8 The Applicant acknowledges and agrees that any misrepresentation or breach of the above declarations shall constitute a **material breach of this Agreement**, entitling the Lender, without prejudice to any other rights in law, to:

(a) **Declare the full outstanding balance immediately due and payable** together with any accrued interest, charges, and costs;

(b) **Institute legal proceedings** for recovery of all amounts owing; and

(c) Report such misrepresentation or fraudulent conduct to the relevant credit bureaux, the National Credit Regulator, and/or any law enforcement authority.

9.9 The Applicant acknowledges that applying for debt counselling or debt review immediately after the granting of this credit, without prior disclosure to the Lender, may constitute **fraudulent conduct** or an **abuse of the credit system**, which shall be dealt with in accordance with applicable laws and regulations.

**Initial:**

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| **Applicant** | **Spouse** |

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

### 10. DISPUTE RESOLUTION

10.1 The Applicant agrees that in the event of any dispute or complaint he/she will inform FUNDI 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. LOAN PROCESS AND USAGE

11.1 This loan is strictly to be used for educational purposes in paying for tuition fees/accommodation/or stationery and/or equipment.

11.2 The loan cannot be converted into cash nor may it be used for any other purpose.

11.3 The Loan Amount will be paid directly to the Service Provider.

11.4 Fundi will require a quote from the applicant to validate that the Equipment applied for is for education purposes

### 12. WARRANTIES

12.1 The Applicant warrants that the Student will be and remain the beneficiary of the Equipment until the loan advanced in terms of the Equipment Loan herein has been settled in full.

12.2 The Applicant expressly acknowledges and accepts that the Equipment, including but not limited to certain hardware, software and/or third-party support contracts, and the accessories thereto, if any, are procured from third-party Service Provider(s), and the Applicant acknowledges and accepts that FUNDI is not the manufacturer thereof. To the fullest extent permitted by law, FUNDI therefore makes no warranties in respect of the Equipment or any accessories thereto, and any warranties that may subsist in the Equipment or its accessories are made solely by such third-party Service Provider(s), who shall be solely liable therefore.

12.3 FUNDI shall not be liable in any way whatsoever for any failures, defects or shortcomings of any nature that may at any point in time arise in, or from the use of, such Equipment, and the Applicant indemnifies and holds FUNDI harmless from and against any loss, damages, claims, actions or expenses thereby incurred. Any issues relating to the return, exchange, or warranty of the Equipment must be resolved directly with the Service Provider, and FUNDI shall have no involvement in such processes.

12.4 Without derogating from the subclauses above in this clause 12, third party warranties may vary from product to product, and it is the responsibility of the Applicant and/or Student to consult the applicable product documentation for specific warranty information. In addition, the Applicant acknowledges that certain third-party warranties may limit or void the remedies they offer if unauthorised persons perform support services on the Equipment.

### 13. BREACH

13.1 If the Applicant defaults in the punctual payment of any payment as it falls due in terms of this Loan Agreement, or fails to comply with any of the terms and/or conditions of, or any of its obligations under this Loan Agreement including but not limited to the continued insurance and the timeous payment of premiums in connection therewith, then and upon the occurrence of any one of these events the Applicant will be in breach of this Loan Agreement and FUNDI may, without prejudice to any of its other rights in terms of the National Credit Act, -

13.1.1 claim immediate payment of all amounts payable in terms of this Loan Agreement whether or not such amounts are then due and payable and assuming for this purpose that this Loan Agreement would have endured for the full period; or

13.1.2 immediately terminate this Loan Agreement, retain all amounts already paid by the Applicant and claim all outstanding payments and all legal costs including collection costs.

### 14. DATA PROTECTION

14.1 In this clause, unless the context clearly indicates otherwise, the following words and expressions have the following meanings:

14.1.1 "POPI" means the Protection of Personal Information Act 4 of 2013, as amended from time to time, together with any regulations issued from time to time in terms thereof;

14.1.2 "Data Subject" means the person to whom Personal Information relates, in this instance the Applicant;

14.1.3 "Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including but not limited to:-

14.1.3.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

14.1.3.2 information relating to the education or the medical, financial, criminal or employment history of the person;

14.1.3.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

14.1.3.4 the biometric information of the person;

14.1.3.5 the personal opinions, views or preferences of the person;

14.1.3.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

14.1.3.7 the views of opinions of another individual about the person; and

14.1.3.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

14.2 The Applicant acknowledges that in order for FUNDI to enter into the Loan Agreement with him/her, FUNDI may need to provide, collect, use, store or process the Applicant's confidential information and/or the Personal Information and the Applicant authorises FUNDI to collect, use, store and process the aforementioned. FUNDI acknowledges and undertakes that, should it have access to, and process, Personal Information of Data Subjects, FUNDI shall comply with all the relevant provisions of POPI in relation to all Personal Information received, and without prejudice to the generality of the foregoing, undertakes:

14.2.1 not to allow any unauthorised persons access to the Personal Information;

14.2.2 not to do anything in relation to the Personal Information that requires the consent of, or notification to, a Data Subject without first acquiring such consent or providing such \ notification, as the case may be;

14.2.3 to comply immediately with all lawful and reasonable requests made by the Applicant to ensure compliance with POPI;

14.2.4 to inform the Applicant of all requests made by the Data Subjects in terms of POPI, and to assist the Applicant to the extent reasonably required, at the Applicant's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under POPI with respect to security, breach notifications and consultations with supervisory authorities or regulators to comply with such requests (to the extent required by POPI) should the Applicant authorise FUNDI to do so;

14.2.5 notify the Applicant without undue delay on becoming aware of a Personal Information Breach;

14.2.6 not to perform any act or omission that will cause the Applicant to breach any of its obligations under POPI;

14.2.7 in addition to the undertakings hereabove, to implement reasonable and appropriate technical and organisational security measures to prevent the loss of, damage to and/ or unauthorised access or destruction of Personal Information, and take reasonable steps to ensure that all its representatives, employees, agents, partners and their party sub- contractors, if applicable, comply with all of the undertakings in this Agreement;

14.2.8 to notify the Applicant immediately (or if not reasonably possible, as soon as reasonably possible) of any breach or anticipated breach of these undertakings or any of the provisions of POPI (including but not limited to any security breach or anticipated security breach, or unauthorised disclosure) in relation to the Personal Information, or any complaint (together with the full details of the complaint) received from a Data Subject;

14.2.9 to use the Personal Information for maintaining FUNDI'S internal administrative processes including quality, risk, client or vendor management processes; and

14.2.10 to use the Personal Information for internal business related statistical or research purposes.

14.3 The Parties agree to comply with the security and data protection obligations equivalent to those imposed on them by POPI and agree to implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the confidential information or Personal Information in its possession and to protect such confidential information or Personal Information against unauthorised or unlawful disclosure, access or processing accidental loss destructions or damages.

14.4 The Applicant acknowledges and agrees that the confidential information or Personal Information may be shared with FUNDI'S personnel, professional advisors or associates.

14.5 The Applicant further acknowledges that FUNDI may notify the Applicant about important developments relevant to you. Please inform FUNDI in writing should you not wish to receive any electronic or other communications. All electronic communications between the Parties may be monitored by FUNDI to ensure compliance with professional standards and internal compliance policies.

14.6 The Applicant is hereby made aware that FUNDI may for the purposes of collection, use, storage or processing thereof, transfer the Applicant's Personal Information to:

14.6.1 an outsourced information technology provider; or

14.6.2 another country for legitimate business purposes including the use of cloud based solutions.

14.7 In this event, FUNDI will endeavour to ensure that any outsourced service provider involved in the collection, use, storage or processing undertakes to ensure that such confidential information and or Personal Information is protected with the same level of protection as FUNDI provides. However FUNDI cannot be held liable or responsible for confidential; information and/or Personal Information that the Applicant sends to third party service providers.

14.8 By entering into this Loan Agreement the Applicant consents to the collection, use, storage, processing or transfer of his/her Personal Information whenever it is required.

14.9 The Applicant hereby indemnifies and holds FUNDI harmless against any loss, claims, costs (including legal costs on an attorney and own client scale) or damage which may be suffered or incurred by the Applicant in consequence of any breach of any of the above undertakings or of any provisions of POPI.

---

**15. FUNDICOLLECT LOANS (Debt Collection Rules)**

15.1 FundiCollect Loans are administered by Fundi Capital (Pty) Ltd ("Fundi") on behalf of participating educational institutions (each an "Institution"). They are processed on a separate loan book and are limited to study loans.

15.2 For FundiCollect Loans, the Institution is the lender/creditor of record. Fundi act solely as collection agent and administrator under the applicable institutional addendum or mandate ("Institutional Addendum").

15.3 (a) Interest: Unless the Institutional Addendum expressly provides otherwise, the interest rate is 0% (zero) for the duration of the FundiCollect Loan.
(b) Fees: An Initiation Fee and a Monthly Service Fee apply to FundiCollect Loans, aligned to Fundi's prevailing fee schedule as permitted by law and disclosed in the applicable pre-agreement statement and quotation.
(c) Settlement discounts: The settlement discount is configured per Institution on the front end as a percentage and may differ by Institution. The amount disbursed to the Institution is net of the settlement discount. Settlement discounts do not reduce the Applicant's instalment unless expressly reflected in Annexure A for the relevant transaction.
(d) Instalments are collected via all approved payroll deduction methods, including but not limited to Persal and Q-Link, as applicable to the customer's employer. Debit orders are not available for FundiCollect Loans.
(e) Disbursement: Disbursements are made to the Institution and not to the student/applicant.

15.4 Personal information is collected, processed and shared strictly for administering and collecting FundiCollect Loans, in accordance with POPIA and the Institutional Addendum.

15.5 Default management (including notices, restructures and concessions) is undertaken by Fundi as agent in accordance with the Institutional Addendum and applicable law. Credit bureau reporting by Fundi does not apply to FundiCollect Loans unless required by law or expressly stated in the Institutional Addendum.

15.6 Terms that apply to Fundi-funded tuition or device loans (including interest charging and Fundi credit-risk provisions) do not apply to FundiCollect Loans unless expressly incorporated in this clause or the Institutional Addendum.

15.7 This clause applies initially to FundiCollect Loans offered under the UCT Institutional Addendum. Additional Institutions may be added from time to time; the then-current list will be maintained by Fundi and reflected in the application pack and systems configuration.

15.8 FundiCollect Loans are accompanied by a product-specific pre-agreement statement and quotation set out in Annexure A, which forms part of this agreement.

**Initial:**

| | |
|---|---|
| | |
| **Applicant** | **Spouse** |

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Terms and Conditions apply. In support of responsible lending, FUNDI would like to notify you that you have the right to Debt Counselling. For more information, contact the NCR on 0860 627 627 / www.ncr.org.za. Fundi Capital (PTY) Ltd makes every effort to be compliant with the Protection of Personal Information Act (POPIA). As a data subject, you are entitled (if reasonable) to: 1. Be notified when your personal information is being collected. 2. Know if your personal information has been accessed or acquired by an unauthorised person. 3. Establish whether we hold your personal information, and to request access to it. 4. Request, the correction, destruction or deletion of your personal information. 5. Object to our processing of your personal information, and especially for purposes of direct marketing. 6. Not have your personal information subject to decisions based solely on the basis of the automated processing. 7. Submit a complaint to the Regulator regarding our processing of your personal information". This quotation remains valid for 5 (five) business days from the date of issuance in accordance with Section 92(2) of the NCA.



## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

15.9 Capture and administration of FundiCollect Loans are restricted to authorised Fundi personnel under internal access controls. This operational restriction does not confer rights on any applicant.

15.10 If there is any inconsistency between this clause and an applicable Institutional Addendum for a FundiCollect Loan, the Institutional Addendum and Annexure A prevail for that FundiCollect Loan.

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### 16. FORCE MAJEURE

16.1 FUNDI shall not be liable to the Applicant for delay or failure to perform in terms of this Loan Agreement caused by an event or occurrence of force majeure.

16.2 Should any Party to this Loan Agreement (hereinafter referred to as the "Invoking Party") be prevented from fulfilling any of its obligations in terms of this Loan Agreement as a result of any act of God including inter alia, war, fire, flood, hostilities, legislation, insurrection, an outbreak of a pandemic disease, quarantine, sanctions, act of terrorism, trade embargo, restraints of rulers or people, strike, labour disturbances, or any law, proclamation, regulation or ordinance, lock down, demand or act or requirement of any government having or claiming to have jurisdiction over the subject matter of this Agreement or the Parties, explosion or any economic or other cause beyond the reasonable control of such Party (any such event hereinafter called "Force Majeure") then:

16.2.1 the Invoking Party will forthwith give written notice thereof to the other Party specifying:-

16.2.1.1 the cause and anticipated duration of the Force Majeure; and

16.2.1.2 promptly upon termination of the Force Majeure, stating that such Force Majeure has terminated.

16.2.2 performance of any such obligations will be suspended from the date on which notice is given of a Force Majeure event until the date on which notice is given of termination of a Force Majeure event (hereinafter referred to as the "Suspension Period") subject always to the remaining provisions of this clause 16.

16.2.3 the Invoking Party will not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to, or resulting from, the Force Majeure during the Suspension Period provided that:-

16.2.3.1 the Invoking Party uses and continues to use its best efforts to perform such obligation;

16.2.4 if the Force Majeure shall continue for more than 30 (thirty) consecutive days the other Party will be entitled to cancel this Loan Agreement on the expiry of such period, but will not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to, or resulting from, the Force Majeure; and

16.2.4.1 the Party not invoking Force Majeure will be entitled to elect, by giving written notice within 10 (ten) days of termination thereof, as to whether or not it requires the Invoking Party to perform any obligations incurred prior to Force Majeure.

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### 17. GENERAL

17.1 Any agreed changes to this Loan Agreement will be made in writing and signed by both Parties to the Loan Agreement recorded by FUNDI. FUNDI will within 20 (twenty) business days after the date of agreed change to the Loan Agreement deliver to the Applicant by way of email, post 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.

17.2 The Loan Agreement will be governed by the Laws of the Republic of South Africa.

17.3 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.

17.4 FUNDI may without consent or notice to the Applicant, cede and/or delegate any of its rights and/or obligations under this Loan Agreement.

17.5 The Applicant may apply to a debt counsellor to be declared over-indebted by following the following procedures, but not after FUNDI has started legal action.

17.5.1 inform FUNDI of the Applicant's intention of initiating the debt counselling process by contacting the FUNDI Call Centre at 0860 55 55 44;

17.5.2 the Applicant must inform any debt counsellor of his/her choice and provide the debt counsellor with his/her income and expense information;

17.5.3 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;

17.5.4 the debt counsellor will guide the Applicant through the process of debt counselling.

17.6 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.

17.7 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 FUNDI's account. The same will be applicable when FUNDI makes a payment of a Loan Amount that is in excess of the amount due to the Service Provider.

17.8 Any commission to be paid to an agent for assisting with the completion of the Loan 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.

17.9 To the maximum extent permitted by law, the Applicant hereby agrees that FUNDI may, without further notice to the Applicant, cede all or part of FUNDI's rights and/or delegate all or any part of FUNDI's obligations under this Agreement, either absolutely or as collateral to any person, third party or another credit provider, even if such cession or assignment by FUNDI results in FUNDI ceding its loan book to a third party or another credit provider.

17.10 This Loan Agreement constitutes the entire agreement between the Parties and no addition, variation or waiver of any of the provisions of this Agreement shall be of any force or effect unless in writing and duly signed by authorised representatives of all the Parties.

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# LOAN APPLICATION FORM/AGREEMENT

Fundi, Constantia Park,
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park
PO Box 5287, Weltevreden Park 1715
VAT No: 4550176798 | Initiation & admin fee are VAT inclusive

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

**18. DECLARATION**

The Applicant:

18.1 Confirms that he/she applied for a loan with FUNDI 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;

18.2 Confirms that the Applicant and understand that FUNDI will take legal action against any person who commits any act that can be defined as fraudulent. FUNDI will be entitled, without limitation, to open a case of fraud against the perpetrator and will forward such details to the SAPS, which will further be entitled to take any action it deems fit;

18.3 Understands that FUNDI is not an agent or representative of any of the Service Provider(s) except for the purpose of administering the Persal and/or Persal code and/or the SASSA system as agreed between FUNDI and the Service Provider and cannot be held responsible if the Service Provider/Educational Institution fails to deliver educational services to the Student;

18.4 Acknowledges and consents to FUNDI using TCPS (Transactional Capital Payment Solutions) for payment requests made from the Applicant's bank account in terms of Part A;

18.5 Acknowledges that if married in community of property, their spouse has given the requisite authority to enter into this Loan Agreement with Fundi.

18.6 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** |



# VERY IMPORTANT NOTICE

**IF YOU ARE ENROLLING TO RECEIVE ONLY ONLINE (E-BOOK) MATERIAL AND YOU WANT TO APPLY FOR A FUNDI LOAN TO PAY FOR YOUR STUDIES**

**PLEASE COMPLETE THE FIRST PAGE OF THE FUNDI FORM WITH THE QUOTATION OF R15 817.50**

**IF YOU ARE ENROLLING TO RECEIVE BOTH HARD COPY AND ONLINE (E-BOOK) MATERIAL - COMPLETE THE SECOND PAGE OF THE FUNDI FORM WITH THE QUOTATION OF R16 766.55**

**YOU MUST COMPLETE ALL THE OTHER PAGES OF THE LOAN APPLICATION AND SIGN WHERE INDICATED**

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## APPLICANT'S DETAILS

A1

Title:
Surname:
Name:
Physical address: (domicile) Code:
Postal address: Code:
Email address:

ID No:
Tel (work):
Tel (Payroll officer):
Cell:
Employer/Company:
Occupation: Years in service:
Employment Status: Permanent: Contract worker: Temporary:
Employee No:
Relationship to student:

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

## 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:
Cell:
Course Faculty:

University/Merchant/ Institution/College:
Student No:
Course studying:
Year of Study: 1 2 3 4+
Course Type: Certificate/Diploma Under Graduate/Bachelor's Degree Post Graduate Other

## APPLICANT'S INCOME INFORMATION

A3

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

Tuition Loan
School Fees Loan
Book & Stationery Loan
Equipment Loan (to finance purchase of Equipment).
Accommodation Loan

In respect of an Educational Tools Loan (being an instalment agreement) concluded at premises other than Fundi's registered business premises, you have the right to a 5 (five) business day cooling-off period from date of loan approval. Kindly note that you will have to wait 5 (five) business days for goods to be dispatched after the approval of the loan.

LOAN REPAYMENT

| | | |
|---|---|---|
| Loan Amount: | R | 15 817,50 |
| Annual Interest Rate: | | 23,63 % |
| Number of Monthly Instalments: | | 12 |
| Initiation Fee: | R | 825,25 |
| Monthly Service Fee: | R | 48,30 |
| Total Monthly Instalment Amount: | R | 1 611,61 |
| Total Amount Repayable: | R | 19 339,24 |
| Total Interest Amount Repayable: | R | 2 096,89 |

Repayment Schedule:
Repayment Date: (Same as the Applicant's salary date.)
The first payment will begin on
Final payment to be made on

## BANK ACCOUNT DETAILS

A5

Name of the account holder:
Branch code:
Type of account:

Bank:
Account No:
Salary Date:
Salary deduction reference number:

Debit Order reference number: FUNDI (Loan Account Number)

| Applicant | Spouse (if married in Community of Property to Applicant) | Witness 1 | Witness 2 |
|---|---|---|---|
| D D / M M / Y Y | D D / M M / Y Y | D D / M M / Y Y | D D / M M / Y Y |

00183

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## APPLICANT'S DETAILS

A1

Title:
Surname:
Name:
Physical address: (domicile) Code:
Postal address: Code:
Email address:

ID No:
Tel (work):
Tel (Payroll officer):
Cell:
Employer/Company:
Occupation: Years in service:
Employment Status: Permanent: Contract worker: Temporary:
Employee No:
Relationship to student:

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

## 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:
Cell:
Course Faculty:

University/Merchant/ Institution/College:
Student No:
Course studying:
Year of Study: 1 2 3 4+
Course Type: Certificate/Diploma Under Graduate/Bachelor's Degree Post Graduate Other

## APPLICANT'S INCOME INFORMATION

A3

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

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

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School Fees Loan
Book & Stationery Loan
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LOAN REPAYMENT

| | | |
|---|---|---|
| Loan Amount: | R | 16 766,55 |
| Annual Interest Rate: | | 23,63 % |
| Number of Monthly Instalments: | | 12 |
| Initiation Fee: | R | 845,25 |
| Monthly Service Fee: | R | 48,30 |
| Total Monthly Instalment Amount: | R | 1 701,18 |
| Total Amount Repayable: | R | 20 414,11 |
| Total Interest Amount Repayable: | R | 2 222,71 |

Repayment Schedule:
Repayment Date: (Same as the Applicant's salary date.)
The first payment will begin on
Final payment to be made on

## BANK ACCOUNT DETAILS

A5

Name of the account holder:
Branch code:
Type of account:

Bank:
Account No:
Salary Date:
Salary deduction reference number:

Debit Order reference number: FUNDI (Loan Account Number)

| Applicant | Spouse (if married in Community of Property to Applicant) | Witness 1 | Witness 2 |
|---|---|---|---|
| D D / M M / Y Y | D D / M M / Y Y | D D / M M / Y Y | D D / M M / Y Y |

00183

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## PAYMENT INFORMATION

A6 The Parties agree that FUNDI will advance the Loan Amount to the Applicant and pay it directly to the relevant Service Provider for and on behalf of the Applicant. 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 FUNDI 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 FUNDI to deduct the monthly instalments from the bank account specified above 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 above. The Applicant will ensure that 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. FUNDI may track the Applicant's account every day until the Applicant has paid off everything the Applicant owes for that repayment cycle. Should FUNDI become aware of a change to the salary date or the bank account details of the Applicant, FUNDI has the right to change the debit order details accordingly. The Applicant agrees to advise FUNDI, in writing, 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 Total Monthly Instalment Amount, within 2 (two) days of such change. If the Repayment Date falls on a Sunday or a public holiday, the Applicant agrees that FUNDI may deduct the Total Monthly Instalment Amount from the Applicant's salary or debit the Applicant's bank account on the immediately preceding business day. 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 FUNDI. The Applicant acknowledges that FUNDI 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.

## COMMUNICATION OPTIONS (Applicant preferences)

- **BUSINESS COMMUNICATION.** Preferred method of communication:
  ☐ Mobile ☐ SMS ☐ Email
- **STANDARD MARKETING COMMUNICATIONS.**
  The Applicant opts to be included in FUNDI's distribution of marketing material. Yes ☐ No ☐
- Where did you hear about us:

A7 By signing this Application Form, the Applicant confirms that the information provided herein is to his/her knowledge and belief true and correct, and that no information required for evaluating the loan application has been omitted. The Applicant acknowledges that, subject to the correctness of the information supplied in this Application Form, if approved, the Application Form will constitute a Pre-agreement Statement and Quotation and acceptance thereof will constitute a binding Loan Agreement on the above Terms and Conditions read with Part B hereof, the contents of which are deemed to be incorporated herein. Please speak to your Sales Consultant for assistance in completing this form.

Applicant Signature

D D / M M / Y Y

## OFFICE USE ONLY

Signature of Credit Provider Representative

Date:

**Commission agent code:** ☐☐☐☐☐☐☐☐☐☐☐☐☐

**Agent's Name:** ..... **ID:** .....

# ANNEXURE: TERMS AND CONDITIONS

**PART B**

**1. THE EDUCATIONAL LOAN AGREEMENT (the "Loan Agreement")**

1.1 The Loan Agreement consists of Part A, being the **Pre-agreement Statement, Quotation and Repayment Schedule** as well as this Part B, being the terms and conditions signed by the Applicant, and it is the only record of the issues addressed herein.

1.2 The Loan Agreement is entered into by and between Fundi Capital (Pty) Limited and the Applicant detailed in Part A.

1.3 FUNDI is registered in terms of the National Credit Act No. 34 of 2005 ("National Credit Act") under number NCRCP158.

1.4 The Applicant understands and acknowledges that:

1.4.1 the terms and conditions applicable to the Loan Agreement will at all times be subject to the provisions of the National Credit Act 34 of 2005 and the Protection of Personal Information Act 4 of 2013;

1.4.2 the terms and conditions applicable to the sale of the Equipment will at all times be subject to the Consumer Protection Act No. 68 of 2008;

1.4.3 The Equipment Loan, Tuition Loan, Accommodation Loan, and School Fees Loan constitute a Loan Agreement between Fundi and the Applicant, whereby Fundi provides financing for the Applicant to cover educational-related expenses, including but not limited to the purchase of equipment, payment of tuition fees, accommodation costs, and school uniforms, through independent third-party service providers. Any loan provided by Fundi under this agreement does not constitute an instalment sale agreement, lease, or secured credit agreement, and therefore, the provisions of Section 127(1), (2), (3), and (5) of the National Credit Act do not apply".

1.5 **"Prime Interest Rate"** means the publicly quoted variable annual basic rate of interest, published from time to time by the Reserve Bank as being their prime rate and as certified by the auditors of FUNDI, whose appointment it shall not be necessary to prove. The interest rate applicable to this loan agreement shall not exceed the maximum limit prescribed by the National Credit Act (Section 103) and the National Credit Regulator".

1.6 "Tuition" means the fees payable to an accredited educational institution for the provision of academic instruction, courses, or training programs. This includes, but is not limited to, school fees, university tuition, college tuition, and any related academic charge.

1.7 "Accommodation" means fees payable to the accredited accommodation service provider for the of lodging of students while pursuing their studies. This includes, but is not limited to student residences, boarding facilities, rental accommodations.

1.8 "Applicant" means the person whose details are reflected on Part A of the Application Form captured on soft or hard copy.

1.9 **"Equipment"** means laptops, computers, cell phones, tablets and related computer hardware and software.

1.10 **"Equipment Loan"** means this Loan Agreement entered into by the Applicant for the specific purpose of financing the purchasing of Equipment from a Service Provider.

1.11 "School Uniform" Refers to the prescribed clothing and attire required by an educational institution as part of its dress code. This includes, but is not limited to, school shirts, trousers, skirts, dresses, blazers, ties, and other specified accessories necessary for compliance with the institution's uniform policy.

1.12 **"Parties"** means the Applicant and FUNDI collectively and "Party" refers either one depending on the context in which the word is used.

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Terms and Conditions apply. In support of responsible lending, FUNDI would like to notify you that you have the right to Debt Counselling. For more information, contact the NCR on 0860 627 627 / www.ncr.org.za. Fundi Capital (PTY) Ltd makes every effort to be compliant with the Protection of Personal Information Act (POPIA). As a data subject, you are entitled (if reasonable) to: 1. Be notified when your personal information is being collected. 2. Know if your personal information has been accessed or acquired by an unauthorised person. 3. Establish whether we hold your personal information, and to request access to it. 4. Request, the correction, destruction or deletion of your personal information. 5. Object to our processing of your personal information, and especially for purposes of direct marketing. 6. Not have your personal information subject to decisions based solely on the basis of the automated processing. 7. Submit a complaint to the Regulator regarding our processing of your personal information". This quotation remains valid for 5 (five) business days from the date of issuance in accordance with Section 92(2) of the NCA.

# LOAN APPLICATION FORM/AGREEMENT

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

### 2. PAYMENTS

2.1 The Repayment Schedule contained in A4 of Part A sets out the information relating to the credit extended required to be maintained by the Applicant (as applicable).

2.2 The Applicant must make consecutive monthly payments to FUNDI that are due and payable in terms of this Loan Agreement on or before the Repayment Date (which date is the same as the Applicant's salary date) without set-off or deduction.

2.3 In an event that we are not able to collect your monthly installment from the Employer, your monthly instalment amount will be collected by means of debit order from the provided bank account in part A or by the bank as provided by the Applicant.

2.4 Payment of the Loan Amount and any transfer payment is made directly by FUNDI to the Service Provider/Educational Institution.

2.5 FUNDI will credit each payment received under the Loan Agreement to the Applicant's account on the date of receipt of the payment as follows:

2.5.1 firstly, to satisfy any due or unpaid interest charges;

2.5.2 secondly, to satisfy any due or unpaid fees or charges;

2.5.3 thirdly, to reduce the amount of the principal debt;

2.6 FUNDI will:

2.6.1 make the payment of the Loan Amount, as set out in A4 of Part A the relevant Service Provider/Educational Institution.

2.6.2 **"Service Provider"** refers to the relevant accredited Educational Institution, school, merchant, supplier and/or accommodation provider from whom the student or Applicant procures education services, uniforms, accommodation, and/or Equipment.

2.6.3 Fundi Card (being a debit card onto which the Loan Amount may be loaded) or any other third party that provides services related to and for an educational purpose and as approved by FUNDI.

2.6.4 Depending on the terms outlined in the Merchant Agreement, Fundi may disburse a proportion of the approved loan amount on a monthly basis rather than disbursing the full loan amount upfront. The disbursement structure shall be determined based on the specific agreement between Fundi and the relevant service provider, ensuring alignment with the intended purpose of the loan. The Applicant acknowledges that disbursements may be subject to periodic review and adjustments as deemed necessary by Fundi.

2.6.5 The Applicant consents to Fundi Capital (Pty) Ltd ("Fundi") sharing their personal information with third parties, including educational institutions, for the purposes of administering, managing, and monitoring the funding provided. Fundi undertakes to only disclose personal information to the extent necessary to perform its obligations under this agreement and in compliance with applicable privacy laws, including the Protection of Personal Information Act, 2013 (POPIA).

2.6.6 The Applicant acknowledges that they may withdraw this consent at any time by providing written notice to Fundi. Such withdrawal will not affect any lawful processing conducted prior to withdrawal and may impact Fundi's ability to administer the funding.

2.6.7 An Applicant who applies for an accommodation loan on their own behalf as the Student shall not be eligible for an accommodation loan.

2.6.8 Accommodation loans shall be granted exclusively in respect of Students who reside in accommodation located within close proximity to the educational institution where they are currently registered.

2.7 The Service Provider will not be permitted to refund any of the funds paid to it by FUNDI, directly to the student or the Applicant. The unused funds will be transferred back to FUNDI and credited against the Applicant's account. FUNDI will thereafter refund the Applicant into the bank account of the Applicant, the details of which are provided for in A4 of Part A or if amended into the latest bank account provided to FUNDI in writing, if such refund is due to the Applicant.

2.8 The Applicant may make additional payments to settle the Loan Agreement early or pay monthly instalments earlier without giving any notice or paying any penalty to FUNDI.

2.9 The Applicant undertakes to inform FUNDI in writing of any changes related to his/her payment method and/or his/her employment status.

2.10 The Applicant accepts that in an event that:

2.10.1 the date of the Applicant's debit order fall on a weekend or public holiday, the debit order will go off on the last business day before the weekend or public holiday;

2.10.2 the debit order fail or is rejected, Fundi reserves the right to change the date of the Applicant's debit order or resubmit the debit order on another date without notifying the Applicant of this and the Applicant will be solely responsible for the payment of any fees charged by the Applicant's bank in this regard;

2.10.3 FUNDI may request that a debit order go off the Applicant's account earlier than on the date selected. Fundi will notify the Applicant of this in advance and if the Applicant does not want Fundi to do this, the Applicant must inform Fundi;

2.10.4 FUNDI reserves the right to periodically align debit dates and track the Applicant's account to match the flow of credit; and

2.10.5 he/she cannot cancel monthly debit order without Fundi's prior written consent.

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### 3. EARLY SETTLEMENT AND ACCOUNT TERMINATION BY APPLICANT

3.1 The interest and fees on amounts in arrears will be the same as the interest rate and fees charged in respect of the Loan Amount.

3.2 FUNDI may charge and recover the following fees in respect of the Loan Agreement provided that these fees do not exceed the prescribed legal maximum in terms of the National Credit Act:

3.2.1 a monthly service fee recoverable by FUNDI in connection with the routine administration cost of maintaining the Loan Agreement will be levied at the end of each month to which it relates;

3.2.2 default administration charges to cover administration costs incurred as a result of the Applicant defaulting on obligations under the Loan Agreement or upon cancellation of loan after a cooling off period of 5 business days (five) business days' following the date of signature hereof but before the end of the month during which the Loan Agreement was executed;

3.2.3 collection costs, being amounts that may be charged by FUNDI in respect of the enforcement of the Applicant's monetary obligations under the Loan Agreement not exceeding the maximum amount determined by the National Credit Act and does not include default administration charges.

3.2.4 The interest rate applicable to the Loan Agreement shall be a variable rate, subject to adjustment from time to time in accordance with movements in the Prime Rate (or other applicable benchmark rate) All interest rates shall at all times remain within the maximum limits prescribed under the National Credit Act, 2005.Interest shall accrue daily on the outstanding principal balance over a 365 (three hundred and sixty-five) day year, charged monthly in arrears, debited to the Applicant's account on the last day of each month, and payable immediately.

3.3 In cases where a variable interest rate applies, including but not limited to Corporate Collection Loans (excluding Long Distance Partner finance), the interest rate will be linked to the Prime Interest Rate. Should the applicable interest rate at any time exceed the prescribed maximum under the National Credit Act, it shall automatically adjust downward to comply with the Act. Interest on variable rate agreements is likewise calculated daily on the outstanding balance over a 365 (three hundred and sixty-five) day year, charged monthly in arrears, debited to the Applicant's account on the last day of each month, and payable immediately.

**Initial:**

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| **Applicant** | **Spouse** |

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Terms and Conditions apply. In support of responsible lending, FUNDI would like to notify you that you have the right to Debt Counselling. For more information, contact the NCR on 0860 627 627 / www.ncr.org.za. Fundi Capital (PTY) Ltd makes every effort to be compliant with the Protection of Personal Information Act (POPIA). As a data subject, you are entitled (if reasonable) to: 1. Be notified when your personal information is being collected. 2. Know if your personal information has been accessed or acquired by an unauthorised person. 3. Establish whether we hold your personal information, and to request access to it. 4. Request, the correction, destruction or deletion of your personal information. 5. Object to our processing of your personal information, and especially for purposes of direct marketing. 6. Not have your personal information subject to decisions based solely on the basis of the automated processing. 7. Submit a complaint to the Regulator regarding our processing of your personal information". This quotation remains valid for 5 (five) business days from the date of issuance in accordance with Section 92(2) of the NCA.

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

### 4. COST, FEES AND CHARGES

4.1 The Applicant understands that he/she may at any time, and without penalty, terminate the Loan Agreement by paying the settlement amount in respect of the Loan Amount owed to FUNDI.

4.2 Should the Applicant decide to settle or terminate the Loan Agreement, a request for a settlement amount may be made to FUNDI at the contact number 0860 55 55 44 or email: support@fundi.co.za. The settlement amount provided by FUNDI 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 An initiation fee in respect of the costs of initiating the Loan Agreement will be levied on the date the Loan Agreement is signed. Should the Applicant wish to pay the initiation fee upfront, kindly call 0860 55 55 44 for assistance. If the Applicant is unable to pay the initiation fee upfront, FUNDI will reflect the initiation fee separately on the Loan Agreement and will not charge interest on the initiation fee;

4.4 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 FUNDI during this period after the Loan Amount has been settled in full will be refunded to the Applicant if due to him/her.

4.5 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 Service Provider as well as with FUNDI by providing a written notice of cancellation and/or termination.

4.6 Should cancellation or termination of the Loan Agreement take place after the funds have been paid over to the Service Provider, whether or not a confirmation slip has been issued, the Applicant shall continue to service the loan under and in terms of this Agreement, until such time as FUNDI receives the monies which were paid over to the Service Provider(s). Accordingly, the Applicant shall be liable for each monthly instalment amount (which includes that portion of the capital amount payable, interest thereon, that portion of the initiation fee which is due (to the extent that it was not paid upfront) and the monthly service fees.

4.7 In the event that the Loan Agreement is cancelled by the Applicant after the lapse of 5 (five) business days following the date of signature hereof but before the end of the month during which the Loan Agreement was executed, the Applicant shall be liable for the service fee in respect of the month during which the Loan Agreement was executed, in order to defray the costs incurred by FUNDI in executing and processing the loan.

4.8 The Applicant acknowledges that cancellation of loan after the lapse of 5 (five) business days following the date of loan approval hereof but before the end of the month during which the Loan Agreement was executed, will be processed after FUNDI has received the Loan Amount back from the Service Provider and FUNDI will thereafter refund (if applicable) the Applicant accordingly of any deductions made against the Applicant's account during the ''waiting for refund from Service Provider" period.

4.9 The Applicant bears the responsibility to adhere to the Service Provider's de-registration/cancellation of studies' terms and conditions and FUNDI may only cancel and/or refund monies according to the Service Provider's de-registration/ cancellation of studies terms and conditions. The same applies to cancellations of Equipment loans.

4.10. All initiation and monthly service fees are inclusive of VAT.

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### 5. STATEMENTS

5.1 On request by applicant Fundi will issue a statement of account ("statements") at 3(three) month intervals via preferred communication method. FUNDI issues statements of account ("statement") at 3 (three)month intervals.

5.2 FUNDI 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 fundi.co.za after registering as a user.

5.3 The Applicant may dispute all or part of the statement provided for by sending via email to support@fundi.co.za.

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### 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 or

6.1.2 the Applicant fails to comply with the terms and conditions of the Loan Agreement; or

6.1.3 an administration order in respect of the Applicant or is issued; or

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; or

6.1.5 the Applicant furnishes any incorrect and/or untrue information regarding himself/herself and/or his/her financial position to FUNDI.

6.2 The Applicant gives Fundi permission to track the Applicant's account every day until the Applicant has repaid the loan advanced in terms of this Loan Agreement in full. A Debit Check tracker will be placed on the Applicant's account in the event there is any money in arrears and the Applicant authorises FUNDI to collect the amount in arrears by way of a debit check.

6.3 Implication of default mentioned in 6.1
FUNDI will provide the Credit Bureau with information about the negative payment history of the Applicant, which will affect the Applicant's payment profile at the Credit Bureau. This may negatively affect the Applicant's credit status at any organisation making enquiries at the Credit Bureau. 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 FUNDI:

6.4.1 provide the Applicant with written notice of such default demanding that the Applicant rectify the default;

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; and

6.4.3 FUNDI 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, FUNDI may charge collection costs, which may not exceed the costs incurred by FUNDI 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) Superior Court Act, 2013, (ii) the Magistrates' Court Act, 1944, (iii) the Legal Practice Act, 2014; or (iv) the Debt Collector's Act, 1998, whichever is applicable to the enforcement of the Loan Agreement.

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

6.4.4 FUNDI 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 FUNDI delivered a notice to the Applicant as contemplated in Section 86(10), 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 FUNDI's proposals.

6.4.5 FUNDI will provide the Applicant at least 20 (twenty) business days' notice of its intention to report to the Credit Bureau adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant.

6.4.6 FUNDI may report adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant to the Credit Bureau 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 Bureau and credit worthiness may be negatively affected by the adverse information held by the Credit Bureau.

6.5 In the event of such default FUNDI 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.

6.6 The interest is calculated and charged as more fully detailed in 3.4. and 3.5 above and is debited to the Applicant's account as agreed in A4 and A5 of Part A.

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### 7. ACCOUNT TERMINATION BY CREDIT PROVIDER

7.1 In the event of a default as mentioned in clause 6 above, FUNDI may terminate the Loan Agreement according to the provisions of the National Credit Act. Notwithstanding clause 7.1 above, and without affecting FUNDI's rights, the termination of the Loan Agreement by FUNDI does not discharge the Applicant from its contractual obligation to service the loan until the loan is paid in full.

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### 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 FUNDI 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 after 5 business days (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.

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### 9. INFORMATION DISCLOSURE

9.1 FUNDI 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 FUNDI may provide to any of the Credit Bureau listed in 10.6 below, any adverse information in the format prescribed by such Credit Bureau and provided for by the National Credit Act. Such Credit Bureau 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 FUNDI forwarding, at its sole and absolute discretion, adverse information relating to the Loan Agreement to the Service/Provider (s) and, without limiting the foregoing, in the event of default or if the Student and/or the Applicant is reasonably believed to have committed a fraud.

9.4 FUNDI may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on the Applicant's account or Loan Agreement that gives FUNDI reasonable cause to suspect that the conduct is of a fraudulent nature.

9.5 By making the application for funding on the terms set out herein, the Applicant consents and/or ratifies to FUNDI obtaining from the Credit Bureau and/or National Loan Register the Applicants credit record and payment history and, without derogating from the foregoing, that FUNDI 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.

9.6 The **Applicant confirms and warrants that**:

(a) At the date of entering into this Agreement, they are **not under debt counselling or debt review** as contemplated in terms of the National Credit Act, 34 of 2005 ("NCA");

(b) They have **not submitted an application** for debt counselling or debt review to any debt counsellor, court, or the National Credit Regulator;

(c) They are **not negotiating, nor have they engaged in discussions** with any debt counsellor, attorney, or third party with the intention of applying for debt counselling or debt review; and

(d) All information furnished to the Lender in respect of their financial position, income, expenses, and indebtedness is true, correct, and complete in every material respect.

9.7 The Applicant undertakes to **immediately notify the Lender in writing** should they apply for or become subject to debt counselling or debt review at any time during the term of this Agreement.

9.8 The Applicant acknowledges and agrees that any misrepresentation or breach of the above declarations shall constitute a **material breach of this Agreement**, entitling the Lender, without prejudice to any other rights in law, to:

(a) **Declare the full outstanding balance immediately due and payable** together with any accrued interest, charges, and costs;

(b) **Institute legal proceedings** for recovery of all amounts owing; and

(c) Report such misrepresentation or fraudulent conduct to the relevant credit bureaux, the National Credit Regulator, and/or any law enforcement authority.

9.9 The Applicant acknowledges that applying for debt counselling or debt review immediately after the granting of this credit, without prior disclosure to the Lender, may constitute **fraudulent conduct** or an **abuse of the credit system**, which shall be dealt with in accordance with applicable laws and regulations.

**Initial:**

| | |
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| | |
| **Applicant** | **Spouse** |

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

### 10. DISPUTE RESOLUTION

10.1 The Applicant agrees that in the event of any dispute or complaint he/she will inform FUNDI 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. LOAN PROCESS AND USAGE

11.1 This loan is strictly to be used for educational purposes in paying for tuition fees/accommodation/or stationery and/or equipment.

11.2 The loan cannot be converted into cash nor may it be used for any other purpose.

11.3 The Loan Amount will be paid directly to the Service Provider.

11.4 Fundi will require a quote from the applicant to validate that the Equipment applied for is for education purposes

### 12. WARRANTIES

12.1 The Applicant warrants that the Student will be and remain the beneficiary of the Equipment until the loan advanced in terms of the Equipment Loan herein has been settled in full.

12.2 The Applicant expressly acknowledges and accepts that the Equipment, including but not limited to certain hardware, software and/or third-party support contracts, and the accessories thereto, if any, are procured from third-party Service Provider(s), and the Applicant acknowledges and accepts that FUNDI is not the manufacturer thereof. To the fullest extent permitted by law, FUNDI therefore makes no warranties in respect of the Equipment or any accessories thereto, and any warranties that may subsist in the Equipment or its accessories are made solely by such third-party Service Provider(s), who shall be solely liable therefore.

12.3 FUNDI shall not be liable in any way whatsoever for any failures, defects or shortcomings of any nature that may at any point in time arise in, or from the use of, such Equipment, and the Applicant indemnifies and holds FUNDI harmless from and against any loss, damages, claims, actions or expenses thereby incurred. Any issues relating to the return, exchange, or warranty of the Equipment must be resolved directly with the Service Provider, and FUNDI shall have no involvement in such processes.

12.4 Without derogating from the subclauses above in this clause 12, third party warranties may vary from product to product, and it is the responsibility of the Applicant and/or Student to consult the applicable product documentation for specific warranty information. In addition, the Applicant acknowledges that certain third-party warranties may limit or void the remedies they offer if unauthorised persons perform support services on the Equipment.

### 13. BREACH

13.1 If the Applicant defaults in the punctual payment of any payment as it falls due in terms of this Loan Agreement, or fails to comply with any of the terms and/or conditions of, or any of its obligations under this Loan Agreement including but not limited to the continued insurance and the timeous payment of premiums in connection therewith, then and upon the occurrence of any one of these events the Applicant will be in breach of this Loan Agreement and FUNDI may, without prejudice to any of its other rights in terms of the National Credit Act, -

13.1.1 claim immediate payment of all amounts payable in terms of this Loan Agreement whether or not such amounts are then due and payable and assuming for this purpose that this Loan Agreement would have endured for the full period; or

13.1.2 immediately terminate this Loan Agreement, retain all amounts already paid by the Applicant and claim all outstanding payments and all legal costs including collection costs.

### 14. DATA PROTECTION

14.1 In this clause, unless the context clearly indicates otherwise, the following words and expressions have the following meanings:

14.1.1 "POPI" means the Protection of Personal Information Act 4 of 2013, as amended from time to time, together with any regulations issued from time to time in terms thereof;

14.1.2 "Data Subject" means the person to whom Personal Information relates, in this instance the Applicant;

14.1.3 "Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including but not limited to:-

14.1.3.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

14.1.3.2 information relating to the education or the medical, financial, criminal or employment history of the person;

14.1.3.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

14.1.3.4 the biometric information of the person;

14.1.3.5 the personal opinions, views or preferences of the person;

14.1.3.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

14.1.3.7 the views of opinions of another individual about the person; and

14.1.3.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

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Terms and Conditions apply. In support of responsible lending, FUNDI would like to notify you that you have the right to Debt Counselling. For more information, contact the NCR on 0860 627 627 / www.ncr.org.za. Fundi Capital (PTY) Ltd makes every effort to be compliant with the Protection of Personal Information Act (POPIA). As a data subject, you are entitled (if reasonable) to: 1. Be notified when your personal information is being collected. 2. Know if your personal information has been accessed or acquired by an unauthorised person. 3. Establish whether we hold your personal information, and to request access to it. 4. Request, the correction, destruction or deletion of your personal information. 5. Object to our processing of your personal information, and especially for purposes of direct marketing. 6. Not have your personal information subject to decisions based solely on the basis of the automated processing. 7. Submit a complaint to the Regulator regarding our processing of your personal information". This quotation remains valid for 5 (five) business days from the date of issuance in accordance with Section 92(2) of the NCA.

# LOAN APPLICATION FORM/AGREEMENT

Fundi, Constantia Park,
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PO Box 5287, Weltevreden Park 1715
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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

14.2 The Applicant acknowledges that in order for FUNDI to enter into the Loan Agreement with him/her, FUNDI may need to provide, collect, use, store or process the Applicant's confidential information and/or the Personal Information and the Applicant authorises FUNDI to collect, use, store and process the aforementioned. FUNDI acknowledges and undertakes that, should it have access to, and process, Personal Information of Data Subjects, FUNDI shall comply with all the relevant provisions of POPI in relation to all Personal Information received, and without prejudice to the generality of the foregoing, undertakes:

14.2.1 not to allow any unauthorised persons access to the Personal Information;

14.2.2 not to do anything in relation to the Personal Information that requires the consent of, or notification to, a Data Subject without first acquiring such consent or providing such \ notification, as the case may be;

14.2.3 to comply immediately with all lawful and reasonable requests made by the Applicant to ensure compliance with POPI;

14.2.4 to inform the Applicant of all requests made by the Data Subjects in terms of POPI, and to assist the Applicant to the extent reasonably required, at the Applicant's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under POPI with respect to security, breach notifications and consultations with supervisory authorities or regulators to comply with such requests (to the extent required by POPI) should the Applicant authorise FUNDI to do so;

14.2.5 notify the Applicant without undue delay on becoming aware of a Personal Information Breach;

14.2.6 not to perform any act or omission that will cause the Applicant to breach any of its obligations under POPI;

14.2.7 in addition to the undertakings hereabove, to implement reasonable and appropriate technical and organisational security measures to prevent the loss of, damage to and/ or unauthorised access or destruction of Personal Information, and take reasonable steps to ensure that all its representatives, employees, agents, partners and their party sub- contractors, if applicable, comply with all of the undertakings in this Agreement;

14.2.8 to notify the Applicant immediately (or if not reasonably possible, as soon as reasonably possible) of any breach or anticipated breach of these undertakings or any of the provisions of POPI (including but not limited to any security breach or anticipated security breach, or unauthorised disclosure) in relation to the Personal Information, or any complaint (together with the full details of the complaint) received from a Data Subject;

14.2.9 to use the Personal Information for maintaining FUNDI'S internal administrative processes including quality, risk, client or vendor management processes; and

14.2.10 to use the Personal Information for internal business related statistical or research purposes.

14.3 The Parties agree to comply with the security and data protection obligations equivalent to those imposed on them by POPI and agree to implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the confidential information or Personal Information in its possession and to protect such confidential information or Personal Information against unauthorised or unlawful disclosure, access or processing accidental loss destructions or damages.

14.4 The Applicant acknowledges and agrees that the confidential information or Personal Information may be shared with FUNDI'S personnel, professional advisors or associates.

14.5 The Applicant further acknowledges that FUNDI may notify the Applicant about important developments relevant to you. Please inform FUNDI in writing should you not wish to receive any electronic or other communications. All electronic communications between the Parties may be monitored by FUNDI to ensure compliance with professional standards and internal compliance policies.

14.6 The Applicant is hereby made aware that FUNDI may for the purposes of collection, use, storage or processing thereof, transfer the Applicant's Personal Information to:

14.6.1 an outsourced information technology provider; or

14.6.2 another country for legitimate business purposes including the use of cloud based solutions.

14.7 In this event, FUNDI will endeavour to ensure that any outsourced service provider involved in the collection, use, storage or processing undertakes to ensure that such confidential information and or Personal Information is protected with the same level of protection as FUNDI provides. However FUNDI cannot be held liable or responsible for confidential; information and/or Personal Information that the Applicant sends to third party service providers.

14.8 By entering into this Loan Agreement the Applicant consents to the collection, use, storage, processing or transfer of his/her Personal Information whenever it is required.

14.9 The Applicant hereby indemnifies and holds FUNDI harmless against any loss, claims, costs (including legal costs on an attorney and own client scale) or damage which may be suffered or incurred by the Applicant in consequence of any breach of any of the above undertakings or of any provisions of POPI.

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**15. FUNDICOLLECT LOANS (Debt Collection Rules)**

15.1 FundiCollect Loans are administered by Fundi Capital (Pty) Ltd ("Fundi") on behalf of participating educational institutions (each an "Institution"). They are processed on a separate loan book and are limited to study loans.

15.2 For FundiCollect Loans, the Institution is the lender/creditor of record. Fundi act solely as collection agent and administrator under the applicable institutional addendum or mandate ("Institutional Addendum").

15.3 (a) Interest: Unless the Institutional Addendum expressly provides otherwise, the interest rate is 0% (zero) for the duration of the FundiCollect Loan.
(b) Fees: An Initiation Fee and a Monthly Service Fee apply to FundiCollect Loans, aligned to Fundi's prevailing fee schedule as permitted by law and disclosed in the applicable pre-agreement statement and quotation.
(c) Settlement discounts: The settlement discount is configured per Institution on the front end as a percentage and may differ by Institution. The amount disbursed to the Institution is net of the settlement discount. Settlement discounts do not reduce the Applicant's instalment unless expressly reflected in Annexure A for the relevant transaction.
(d) Instalments are collected via all approved payroll deduction methods, including but not limited to Persal and Q-Link, as applicable to the customer's employer. Debit orders are not available for FundiCollect Loans.
(e) Disbursement: Disbursements are made to the Institution and not to the student/applicant.

15.4 Personal information is collected, processed and shared strictly for administering and collecting FundiCollect Loans, in accordance with POPIA and the Institutional Addendum.

15.5 Default management (including notices, restructures and concessions) is undertaken by Fundi as agent in accordance with the Institutional Addendum and applicable law. Credit bureau reporting by Fundi does not apply to FundiCollect Loans unless required by law or expressly stated in the Institutional Addendum.

15.6 Terms that apply to Fundi-funded tuition or device loans (including interest charging and Fundi credit-risk provisions) do not apply to FundiCollect Loans unless expressly incorporated in this clause or the Institutional Addendum.

15.7 This clause applies initially to FundiCollect Loans offered under the UCT Institutional Addendum. Additional Institutions may be added from time to time; the then-current list will be maintained by Fundi and reflected in the application pack and systems configuration.

15.8 FundiCollect Loans are accompanied by a product-specific pre-agreement statement and quotation set out in Annexure A, which forms part of this agreement.

**Initial:**

| | |
|---|---|
| | |
| **Applicant** | **Spouse** |

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Terms and Conditions apply. In support of responsible lending, FUNDI would like to notify you that you have the right to Debt Counselling. For more information, contact the NCR on 0860 627 627 / www.ncr.org.za. Fundi Capital (PTY) Ltd makes every effort to be compliant with the Protection of Personal Information Act (POPIA). As a data subject, you are entitled (if reasonable) to: 1. Be notified when your personal information is being collected. 2. Know if your personal information has been accessed or acquired by an unauthorised person. 3. Establish whether we hold your personal information, and to request access to it. 4. Request, the correction, destruction or deletion of your personal information. 5. Object to our processing of your personal information, and especially for purposes of direct marketing. 6. Not have your personal information subject to decisions based solely on the basis of the automated processing. 7. Submit a complaint to the Regulator regarding our processing of your personal information". This quotation remains valid for 5 (five) business days from the date of issuance in accordance with Section 92(2) of the NCA.



## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

15.9 Capture and administration of FundiCollect Loans are restricted to authorised Fundi personnel under internal access controls. This operational restriction does not confer rights on any applicant.

15.10 If there is any inconsistency between this clause and an applicable Institutional Addendum for a FundiCollect Loan, the Institutional Addendum and Annexure A prevail for that FundiCollect Loan.

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### 16. FORCE MAJEURE

16.1 FUNDI shall not be liable to the Applicant for delay or failure to perform in terms of this Loan Agreement caused by an event or occurrence of force majeure.

16.2 Should any Party to this Loan Agreement (hereinafter referred to as the "Invoking Party") be prevented from fulfilling any of its obligations in terms of this Loan Agreement as a result of any act of God including inter alia, war, fire, flood, hostilities, legislation, insurrection, an outbreak of a pandemic disease, quarantine, sanctions, act of terrorism, trade embargo, restraints of rulers or people, strike, labour disturbances, or any law, proclamation, regulation or ordinance, lock down, demand or act or requirement of any government having or claiming to have jurisdiction over the subject matter of this Agreement or the Parties, explosion or any economic or other cause beyond the reasonable control of such Party (any such event hereinafter called "Force Majeure") then:

16.2.1 the Invoking Party will forthwith give written notice thereof to the other Party specifying:-

16.2.1.1 the cause and anticipated duration of the Force Majeure; and

16.2.1.2 promptly upon termination of the Force Majeure, stating that such Force Majeure has terminated.

16.2.2 performance of any such obligations will be suspended from the date on which notice is given of a Force Majeure event until the date on which notice is given of termination of a Force Majeure event (hereinafter referred to as the "Suspension Period") subject always to the remaining provisions of this clause 16.

16.2.3 the Invoking Party will not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to, or resulting from, the Force Majeure during the Suspension Period provided that:-

16.2.3.1 the Invoking Party uses and continues to use its best efforts to perform such obligation;

16.2.4 if the Force Majeure shall continue for more than 30 (thirty) consecutive days the other Party will be entitled to cancel this Loan Agreement on the expiry of such period, but will not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to, or resulting from, the Force Majeure; and

16.2.4.1 the Party not invoking Force Majeure will be entitled to elect, by giving written notice within 10 (ten) days of termination thereof, as to whether or not it requires the Invoking Party to perform any obligations incurred prior to Force Majeure.

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### 17. GENERAL

17.1 Any agreed changes to this Loan Agreement will be made in writing and signed by both Parties to the Loan Agreement recorded by FUNDI. FUNDI will within 20 (twenty) business days after the date of agreed change to the Loan Agreement deliver to the Applicant by way of email, post 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.

17.2 The Loan Agreement will be governed by the Laws of the Republic of South Africa.

17.3 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.

17.4 FUNDI may without consent or notice to the Applicant, cede and/or delegate any of its rights and/or obligations under this Loan Agreement.

17.5 The Applicant may apply to a debt counsellor to be declared over-indebted by following the following procedures, but not after FUNDI has started legal action.

17.5.1 inform FUNDI of the Applicant's intention of initiating the debt counselling process by contacting the FUNDI Call Centre at 0860 55 55 44;

17.5.2 the Applicant must inform any debt counsellor of his/her choice and provide the debt counsellor with his/her income and expense information;

17.5.3 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;

17.5.4 the debt counsellor will guide the Applicant through the process of debt counselling.

17.6 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.

17.7 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 FUNDI's account. The same will be applicable when FUNDI makes a payment of a Loan Amount that is in excess of the amount due to the Service Provider.

17.8 Any commission to be paid to an agent for assisting with the completion of the Loan 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.

17.9 To the maximum extent permitted by law, the Applicant hereby agrees that FUNDI may, without further notice to the Applicant, cede all or part of FUNDI's rights and/or delegate all or any part of FUNDI's obligations under this Agreement, either absolutely or as collateral to any person, third party or another credit provider, even if such cession or assignment by FUNDI results in FUNDI ceding its loan book to a third party or another credit provider.

17.10 This Loan Agreement constitutes the entire agreement between the Parties and no addition, variation or waiver of any of the provisions of this Agreement shall be of any force or effect unless in writing and duly signed by authorised representatives of all the Parties.

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

**PART B**

**18. DECLARATION**

The Applicant:

18.1 Confirms that he/she applied for a loan with FUNDI 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;

18.2 Confirms that the Applicant and understand that FUNDI will take legal action against any person who commits any act that can be defined as fraudulent. FUNDI will be entitled, without limitation, to open a case of fraud against the perpetrator and will forward such details to the SAPS, which will further be entitled to take any action it deems fit;

18.3 Understands that FUNDI is not an agent or representative of any of the Service Provider(s) except for the purpose of administering the Persal and/or Persal code and/or the SASSA system as agreed between FUNDI and the Service Provider and cannot be held responsible if the Service Provider/Educational Institution fails to deliver educational services to the Student;

18.4 Acknowledges and consents to FUNDI using TCPS (Transactional Capital Payment Solutions) for payment requests made from the Applicant's bank account in terms of Part A;

18.5 Acknowledges that if married in community of property, their spouse has given the requisite authority to enter into this Loan Agreement with Fundi.

18.6 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.

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SIGNED AT _____ ON THIS ____ DAY OF _____

_____ Applicant

_____ Spouse (if married in Community of Property to Applicant)

_____ Witness

_____ Witness

**Initial:**

| | |
|---|---|
| | |
| **Applicant** | **Spouse** |