



# LOAN APPLICATION

(Strictly Confidential)

All correspondence can be sent to Trustco Finance (Pty) Ltd

## KNOW YOUR CLIENT CHECKLIST

Nationality/Proof of Identification (Namibian ID, Passport or Birth Certificate)

Namibian residential address

Contact details of client

Monthly income and expenditure

UN sanction list screening

Occupation or source of income

Credit vettor stamp

# LOAN APPLICATION

1. CREDIT APPLIED FOR (Use Schedule A to select loan amount and term) N\$

2. PERSONAL PARTICULARS:

Agent Code

Title: Mr  Miss  Ms  Other (Specify)  Nationality:

Surname:  Initials:

First name(s):

ID number:  Date of birth:  Cell:

Tel Work:  Cell2:

Marital status: Single  Widowed  Divorced  Married in  Out of community of property

Residential address:

Postal address:

E-mail address:

Insolvent: Yes  No  Under legal administration: Yes  No  Garnishee order: Yes  No

Accommodation: Rented house or flat  Own flat or house  Other

No. of dependants:  Highest level of education:

## 3. EMPLOYMENT DETAILS

Current employer:

Postal address:  Occupation:

Physical work address:

HR official contact details:  Tel no.

Commencement of service:  Employee no.  Is your appointment Perm.  Temp.

## 4. NEXT OF KIN (May not be residing at the same address and must be 18 years or older)

1

Title: Mr  Miss  Ms  Surname:

Title: Mr  Miss  Ms  Surname:

2

First names:  Specify relationship:

First names:  Specify relationship:

D.O.B:  Cell:

D.O.B:  Cell:

Residential address:

Residential address:

Occupation:

Occupation:

3

Title: Mr  Miss  Ms  Surname:

Title: Mr  Miss  Ms  Surname:

4

First names:  Specify relationship:

First names:  Specify relationship:

D.O.B:  Cell:

D.O.B:  Cell:

Residential address:

Residential address:

Occupation:

Occupation:

## 5. BANK DETAIL

Bank name:  Salary date:  Cheque:  Saving:

Branch code:  Bank account number:

Initials: \_\_\_\_\_

**6. DECLARATION FOR CREDIT APPLICATION**

I declare that: all the information in this application is true and correct. I comply with the qualifying criteria stipulated in schedule A. the Lender and/ or the company is authorised to do a Credit Bureau enquiry if necessary in order to enable an evaluation of this application. In the event of me being retrenched for whatever reason, I hereby authorised and instructed my employer to settle my outstanding account with the lender from my settlement package. The lender is entitled to decline the loan application at any time for whatsoever reason at its sole discretion. If this loan application is approved by the Lender, a Loan Agreement comprising (1) this application, (2) the standard terms and conditions and the Policy Terms, (3) the approval of the application and (4) Schedule A attached hereto will result between the Lender and myself with documentation I declare that I have read which I understand and agree to further acknowledge and consent to Trustco Finance (Pty) Ltd to disclose to any interested party or successor in title/assignee, information including but not limited to my credit record and payment history which may be required for assessment and/or approval of this application.

**7. CREDIT RECORD AND PAYMENT HISTORY**

I give consent that the Lender may obtain from third parties, details of my credit record and payment history, should the lender deem that necessary.

Company Name:  Account Number:

Contact Number:

Date:

Signature of Borrower:

**8. GUARDIAN SIGNATURE OF CONSENT FOR APPLICANT UNDER 21 YEARS OLD**

Date:

Guardian Signature:

**THE ADDENDUM TO LOAN AGREEMENT "SCHEDULE A"**

Payment method: GRN/APS:  Stop order:  Debit order:  Realpay:

**A**

Loan amount	Term	Insurance premium	NAMFISA levy	Services*	Stamp duty	Principal debt -order fee)	Instalment (excluding stop	No. of instalments	Total interest charge
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total debt repayable	Total instalment	Class/educational fees							
<input type="text"/>	<input type="text"/>	<input type="text"/>							

The interest rate applicable to this loan is currently 21% per annum.  
 Payments received via debit through RealPay will be subject to a N\$50 fee in case of rejection of the payment by the bank.  
 \*Services as contemplated in the definition of "Principal Debt" in accordance with subsection (b)(1) of the Ursury Act.

**LOAN APPLICATION**

In the event of the Borrower not qualifying for the loan amount applied for and as indicated above (A), the Borrower shall be deemed to have applied for the next highest loan amount irrespective of the terms the Borrower qualifies for under the table of instalments at the time of application in use by Trustco Finance (Pty) Ltd. The Borrower hereby authorises Trustco Finance (Pty) Ltd to approve the next highest loan amount which will be specific below (B). Alternatively, the Lender shall be entitled to grant the loan for a longer term, provided that the term shall not exceed sixty (60) months. In such event, the Borrower herewith undertakes to repay the Principal Debt together with interest charges for such amounts in accordance with the repayments over the approved term. This addendum forms an annex to, and an integral part of this loan Agreement with the Lender and all words and expressions contained in the aforesaid Loan Agreement will bear the same meaning in this addendum unless the contrary appears from the context. The Borrower acknowledges that he/she understands that the loan to the Borrower may not repay the Lender's loan, and so the Lender will suffer a loss if the Borrower defaults to repay the loan received from the Lender. Therefore, the Borrower acknowledges that he/she will pay interest on any portion of the loan advanced to the Borrower and not yet repaid to the Lender at a rate of two (2) times the average prime rate, calculated daily.

Date:

Signature of Borrower:

**(for office use)**

**B**

Loan amount	Term	Insurance premium	NAMFISA levy	Services*	Stamp duty	Principal debt -order fee)	Instalment (excluding stop	No. of instalments	Total interest charge
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total debt repayable	Total instalment	Class/educational fees							
<input type="text"/>	<input type="text"/>	<input type="text"/>							

Alternatively the Lender shall be entitled to grant the loan for a longer term, provided that the term shall not exceed sixty (60) months.

**IRREVOCABLE SALARY STOP-ORDER ( FOR OFFICE USE)**

I the undersigned:

Surname:  Names in full:

ID no.:  Salary no.:

Authorise, from date of signature hereof, the financial authority of my employer to deduct the following: **Installment and cost levied by my employer for service rendered in terms of this stop-order (stop-order fee). Instalments may be adjusted:**

- If the interest rate changes

**This authority can only be cancelled if Trustco Finance (Pty) Ltd agrees thereto in writing.**

Date:

Signature of Borrower:

Initials: \_\_\_\_\_

# MEMORANDUM OF AGREEMENT

## Standard Terms and Conditions

### 1. DEFINITIONS

In this Loan Agreement, unless otherwise indicated, the following words shall have the meaning ascribed to them hereunder:

- 1.1 "the Application" – the application form on the reverse side hereof together with Schedule "A" attached hereto;
- 1.2 "the Approval" – the written notice whereby the Lender notifies the Borrower of the approval of his Application;
- 1.3 "the Borrower" – the applicant in terms of the Application with whom the Lender concludes the Loan Agreement;
- 1.4 "the Lender" – Trustco Finance (Pty) Ltd
- 1.5 "the Loan Agreement" – the agreement coming into effect on the written acceptance of the Application, which agreement shall consist of the Application, these Standard Terms and Conditions together with the Approval;
- 1.6 "the Loan Amount" – the amount actually paid to or on behalf of the Borrower and which is stipulated in the Approval;
- 1.7 "the Policy" – the Credit Insurance Policy underwritten by Trustco Insurance Limited;
- 1.8 "the Principal Debt" – the total amount indebted by the Borrower to the Lender;
- 1.9 "the Usury Act" – the Usury Act, Acts No. 73 of 1968 as amended together with regulations issued in terms thereof;
- 1.10 "the Namfisa Levy" – the amount determined in Government Notice No. 78 of 1st of April 2003;
- 1.11 "the Postage fee" – the amount determined in Gm Gazette 2702 Part II Point 8.5.
- 1.12 Microlending regulations:  
Regulation announced in Government Notices 189 and 196 on 25 August 2004 and any Notices amending regularity the said Notices.

### 2. THE LOAN

- 2.1 The Lender hereby lends to the Borrower who borrows from the Lender the Principal Debt, mentioned in Schedule "A", subject to the Terms and Conditions set out in the Loan Agreement.  
The Loan Amount will be paid after approval of the application and the completion of any required securities. Pay out of the loan will be subject to a cooling off period of three (3) working days as stipulated in the Microlending Regulations.
- 2.2 The Borrower undertakes to repay the Principal Debt, together with the interest and charges thereon in instalments as stipulated in Schedule "A".
- 2.3 The Borrower declares that he is legally and unconditionally indebted to the Lender for the Principal Debts as well as the interest and charges stipulated per Schedule "A".
- 2.4 The Borrower shall utilise the proceeds of the loan solely to pay for the purpose for which the loan was applied for.

### 3. INTEREST, TERM, SERVICE AND POSTAGE FEE

- 3.1 The Principal debt outstanding from time to time shall attract interest at a rate as specified on Schedule "A" linked to the bank's Prime Lending Rate, calculated on the daily balance and capitalised monthly in arrears at a time determined by the Lender. The Lender accordingly reserves the right to increase/decrease the interest rate at any time should the prime Rate change. This rate will always comply with the Microlending Regulations.
- 3.2 If the Borrower fails to pay any instalment on the due date for payment and such failure is due to his salary debit order not being processed timeously, the Lender shall be entitled to recover the amount of the unpaid instalment plus interest thereon, from the Borrower by automatically extending the repayment period accordingly to enable the borrower to continue with his monthly repayments until the debt has been settled.
- 3.3 Interest will accrue on all overdue amounts in terms of the Microlending Regulations as applicable from time to time.
- 3.4 The period of the repayment instruction will automatically be extended to cover all arrear amounts to be repaid on a monthly basis until such time that the full debt has been repaid.
- 3.5 The Borrower acknowledges that over and above the costs referred to in the Loan Agreement, the Lender will also be entitled to cover a fee for \*services from the Borrower, which shall not exceed 6.5% (six point five percent) of the amount advanced (Loan amount, Insurance premium and Namfisa Levy) but may be lower depending on the Principal Debt which fee is included in the Principal Debt. \*Services as contemplated in the definition of "Principal Debt" in accordance with subsection (b)(1) of the Usury Act.
- 3.6 The Borrower acknowledges that over and above the costs referred to in the Loan Agreement, the Lender will also be entitled to charge a postage levy of N\$4,00 six months over the remaining term of the agreement.
- 3.7 If, as a result of fluctuation in the rate of interest payable, the amount payable by the Borrower is increased, the Lender shall be entitled in its discretion to either increase the monthly instalment or to retain the current instalment but extend the term of the loan.

### 4. REPAYMENTS

- 4.1 The Principal Debt, together with finance charges and costs shall be repaid subject to clause 3.2 above as stipulated in Schedule "A". The first instalment shall be payable on the first day of the month (following the date on which the Loan Amount was granted) and all further instalments shall be payable on the same day of each and every subsequent month, until the Principal Debt and all interest and/or charges thereon have been settled in full.
- 4.2 Any short payment will be considered an event of default.
- 4.3 The Lender is authorised and instructed to activate the salary deduction order on Schedule "A" in respect of the instalments reflected in the Approval, subject to variation thereof due to interest rate charges from time to time.
- 4.4 All payments in terms hereof shall be made at the address of the Lender as stated in the Loan Agreement, or by way of bank stop order, salary stop order or debit order.
- 4.5 The Lender is irrevocably authorised to charge debits against the Borrower's salary at his/her employer or the account specified in the Application, in accordance with the then applicable repayment arrangement, which authority will also be applicable against any future employer or other bank or branch to which the Borrower may move his/her account or employment.
- 4.6 All repayments shall be appropriated firstly in settlement of the amounts arising from credit control actions such as legal and collection costs stipulated below, thereafter finance charges and to the balance of the Principal Debt payable.
- 4.7 All repayments received will be processed within a period of five (5) business days from receipt thereof for credit of the Borrower account.

### 5. DEFAULT AND ACCELERATION

- 5.1 If the Borrower fails to comply with the terms and conditions of this agreement strictly or assign his/her estate in favour of his/her creditors, or enters into a compromise with them, or is sequestrated or wound up, or dies or makes any untrue or incorrect statement or representation, or fails to disclose information in connection with this agreement or the Application, or if an order under section 65 of the Magistrate's Court Act (Act 32 of 1944, as amended) has been issued against the Borrower, or the Borrower commits or permits any act that may prejudice the rights of the Lender then the Lender shall have the right, without prejudice to any other rights that may accrue to it:
  - 5.1.1 without notice, to claim the full amount still outstanding together with finance charges and other monies owing for the full period thereof; and
  - 5.1.2 with or without acceleration in terms of which the Lender may increase the interest rate agreed upon in Schedule "A" to the maximum provided in the Microlending Regulations.
- 5.2 In the event of any default, the Lender is hereby entitled to furnish the name of the Borrower to a credit bureau as a delinquent debtor, in terms of the Microlending Regulations.
- 5.3 The borrower agrees that in the case of default he/she will not be entitled to the award of any qualification in the respect of which the loan was granted until the default is cured.

### 6. CERTIFICATE, JURISDICTION, LEGAL COSTS AND DOMICILIUM ADDRESS

- 6.1 A certificate signed by any competent officer of the Lender shall be prima facie evidence of the interest rate applied, and the amount owing in terms hereof for Purposes of judgement, including provisional sentence or summary judgement, and evidence of claims against insolvent and deceased estates or otherwise. Proof of the appointment or competency of the signatory shall not be required in such a certificate.
- 6.2 The Borrower consents to the jurisdiction of the Magistrate's Court in respect of any action instituted against him by reason hereof, irrespective of the amount of such action or the value of any security involved. Notwithstanding the foregoing the Lender shall nevertheless have the right to institute proceedings in any other court, in which case costs shall be calculated at the scale of on attorney and client.
- 6.3 The Borrower shall be liable for all collections and tracing costs and commissions and legal costs incurred in enforcing payment of any amount owing hereunder, including costs on attorney-and-own client scale, subject to any limitation imposed by the Microlending Regulations.
- 6.4 The Borrower chooses the address of the workplace stated in this agreement as his domiciled address or such other address as the Lender may be notified of in writing by registered mail.
- 6.5 The Lender chooses the address of the Company in this agreement as his domiciled address or such other address as notified in writing.
- 6.6 The borrower agree that should the debit order remain unpaid, the lender may obtain a court order in terms of Sec 58 of the Magistrates court Act, Act 32 of 1944.
- 6.6.1 The borrower further consent to the issuing of an Emolument Order in terms whereof an amount of N\$...... may be deducted from his salary, monthly and paid over to the plaintiff until the whole amount due, including cost on an attorney/client scale, has been paid in full..

### 7. PAY-OUT, COOLING OFF AND EARLY SETTLEMENT

- 7.1 The effective date of this agreement shall be deemed to be the commencement date of the loan. The Loan Amount shall not be paid until the expiry of three working days after approval. The borrower undertakes to obtain independent advice during this period. The Borrower has the right to terminate this agreement by written notice to the Lender during this period.
- 7.2 The parties agree that after commencement of the loan, finance charges and costs will be levied at the end of the term. In case of early redemption, the following will apply:
  - 7.2.1 Upon early redemption of a Loan, the Lender will be entitled to levy penalty interest for 60 days.
  - 7.3 Should a refund be due, the aforesaid monies shall accrue interest at a rate of 5.9% (Five point nine Percent) per annum on the amount outstanding and due. The interest shall accrue from the date the above monies become due and payable until the date of payment of the said monies. The interest rate of 5.9% (Five point nine Percent) can be revised from time to time at the sole discretion of company.

### 8. DELIVERY of Goods

- 8.1 The order does not except liability for the delivery of any goods by any party of the borrower.

### 9. AMENDMENTS

- 9.1 This is the sole agreement between the parties hereto and no relaxation or indulgence granted by the Lender to the Borrower shall in any respect prejudice the Lender's rights hereunder and no amendment to this agreement shall be binding unless such amendment is verified in writing by the Lender or unless such amendments affected is in accordance with the Microlending Regulations (if applicable).
- 9.2 No latitude, concession or condonation given by the Lender to the Borrower, shall detract from any of the Lender's rights under this loan agreement.

### 10. SECURITY, INSURANCE AND INDEMNITY AND RELATED AUTHORITIES

- 10.1 The Borrower shall pay for the premiums of the policy mentioned in Clause 1.7 above. The premium may be increased by the Insurer in which event the Borrower shall be liable to pay the increased premium. The Lender shall notify the Borrower in writing at least 30 days prior to deducting the increased premium.
- 10.2 Where applicable, the Borrower authorises the Lender to pay the salary deduction fee plus VAT on the due dates, on his behalf.
- 10.3 The Borrower acknowledges that the Lender has no liability arising from any defect in any product bought with the loan and indemnifies the Lender against any such liabilities.

### 11. WAIVER

- 11.1 The Borrower hereby waives the benefits of the legal expectations of nonpayment of a loan or plea of default of a payment, no cause of action, miscalculation, simultaneous citation and division of debt, review of accounts and no value received and hereby declares him/herself to be fully acquired with the meaning thereof and of this waiver.

### 12. COMMUNICATION

- 12.1 The Lender is entitled to address any written communication with the Borrower in the manner it deems most expedient by way of either mail, facsimile smart fax, short message service or electronic mail.

Date:

Signature of Borrower:

## TRUSTCO FINANCE CREDIT RATING FORM

Name:

Item	Category						Score	
1	Years of residence in Namibia	Less than 5 years 1		6-9 years 2	more than 10 years 3		<input style="width: 100px; height: 20px;" type="text"/>	
2	Age	21-25 years 1	26-35 years 2	36-50 years 3	51-55 years 2	56-60 years 0	<input style="width: 100px; height: 20px;" type="text"/>	
3	Years at present address (if more than 1 year)	Less than 1 year 0		2-3 years 1	4-7 years 3	8 years 4	<input style="width: 100px; height: 20px;" type="text"/>	
4	Or years at previous address	Less than 1 years 0		2-3 years 1	4-7 years 3	8 years 4	<input style="width: 100px; height: 20px;" type="text"/>	
5	Ease of contact	No details 0	Only cellphone 1	Cellphone and email 2	Cellphone, email & work address 3	Cellphone, email & work address plus next of kin 4	<input style="width: 100px; height: 20px;" type="text"/>	
6	Number of dependants	None 4	1 dependant 3		2 - 3 dependants 2	4 or more dependants 1	<input style="width: 100px; height: 20px;" type="text"/>	
7	Credit bureau information	No negative data 2		Listed but paying 1	Default judgment and listed 0		<input style="width: 100px; height: 20px;" type="text"/>	
8	Years with present employer/self employed	1 year 0	2 years 1	3 years 2	4-5 years 3	6-10 years 4	10 and more years 5	<input style="width: 100px; height: 20px;" type="text"/>
9	Monthly income	Less than N\$ 3 500 0	N\$ 3 501 - N\$ 9 000 1	N\$ 9 001 - N\$ 15 000 2	N\$ 15 000 - N\$ 22 000 3	More than N\$ 22 000 4	<input style="width: 100px; height: 20px;" type="text"/>	
10	Number of loans at other lending institutions (Including Banks)	None 3	Only 1 loan with bank 2	Only 1 loan with a micro lender 1		Multiple loans with banking and lending institutions 0	<input style="width: 100px; height: 20px;" type="text"/>	
11	Nature of Accommodation	Boarding 0	Rent flat 1	Rent House 1	Own home or home less 50% 4	50-70 bond still outstanding 4	+75% of bond still outstanding 2	<input style="width: 100px; height: 20px;" type="text"/>
12	Value of Loan	less than N\$5000 1		N\$5000- N\$9000 2	N\$9001 - N\$14999 3	N\$15000 + 4	<input style="width: 100px; height: 20px;" type="text"/>	
13	Trustco Finance Client	1st Time Client 2		1 - 2 Active loans 3		3 or more active loans 1	<input style="width: 100px; height: 20px;" type="text"/>	
14	Compuscan score card	Very high risk 0		High risk 1	Average risk 2	Low risk 3	Minimum risk 4	<input style="width: 100px; height: 20px;" type="text"/>

Score	Reject	Investigate further		Acceptable Risk		Score	Total
	0-22: Very High Risk	23-27: Very High Risk	28-35: Acceptable Risk		36-43: Low Risk	44-50: Minimum Risk	
Risk						Accepted	
						Reject	

Client signature:

Date:

Initials: \_\_\_\_\_

## MONTHLY INCOME AND EXPENDITURE

Name:

### Income

Basic Salary	<input style="width: 95%;" type="text"/>	N\$	<input style="width: 95%;" type="text"/>
Commission/Overtime	<input style="width: 95%;" type="text"/>	N\$	<input style="width: 95%;" type="text"/>
Subsidy	<input style="width: 95%;" type="text"/>	N\$	<input style="width: 95%;" type="text"/>
Other	<input style="width: 95%;" type="text"/>	N\$	<input style="width: 95%;" type="text"/>
Spouse's Income	<input style="width: 95%;" type="text"/>	N\$	<input style="width: 95%;" type="text"/>
<b>TOTAL INCOME</b>	<input style="width: 95%;" type="text"/>	N\$	<input style="width: 95%;" type="text"/>

Income	Current	Anticipated
Taxation	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Pension Fund Contribution	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Medical Aid & Hospital Plan	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Life Assurance Premium	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Retirement Annuity	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Rent/Bond repayment	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Water & Electricity	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Rates & Taxes	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Loan Repayment (eg RCP)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Credit Card Repayment	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Insurance Premiums	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
* Personal/Household	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
* Motor Vehicle(s)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Instalment Sale (HP)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Furniture Accounts	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Groceries	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
School Fees/Creche/Study Loan	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Clothing Accounts	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Transport Fuel	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Budgeted Savings	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Maintenance	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Domestic Staff	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Telephone/Cellphone	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Entertainment	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
M Net/DStv	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Armed Response	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Micro Loans	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Other	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<b>Total Expenditure</b>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<b>DEFICIT / SURPLUS INCOME</b>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

I hereby declare that this is a full, true and correct statement of my/our current monthly expenditure.

**Client signature:**

**Date:**

**Initials:** \_\_\_\_\_

## AUTHORITY TO DEBIT ACCOUNT

Given by (Name of account holder)			
Address			
Bank		Branch code	
Account Number		Account type	Cheque
Amount	: (Variable)		
Date	:		
To:(name of beneficiary)			
Beneficiary's address			
Abbreviated name as it will appear on your bank			

This signed Authority and Mandate refers 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 (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement, and commencing on \_\_\_\_\_ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

- i. on the \_\_\_\_ day ("payment day") of the month commencing on \_\_\_\_\_. In the event that the payment day falls on a Sunday or recognized public holiday, the payment day will automatically be the very next ordinary business day. Furthermore, if there are insufficient funds in the (my) nominated account to meet the obligation, you are entitled to track my account and represent the instruction for payment as soon as sufficient funds are available in my account;
- ii. monthly, bi-monthly, three monthly, six monthly, annually, weekly, bi-weekly or once-off (delete which is not applicable), on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;  
Payment Instructions due in December and/or April may be debited against my account on \_\_\_\_\_

I /We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the Banks. I also understand that details of each withdrawal will be printed on my Bank statement. Such must contain a number, which number must be included in the said payment instruction and if provided to me should enable me to identify the Agreement.

This number must be added to this form in section E before the issuing of any payment instruction.

### B. MANDATE

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.

### C. CANCELLATION

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

### D. ASSIGNMENT

I/We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such Assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature as used for operating on the account

\_\_\_\_\_  
Assisted by

### FOR OFFICIAL USE

#### E. AGREEMENT REFERENCE NUMBER

This agreement contract number is: \_\_\_\_\_

This agreement contract sequence is: \_\_\_\_\_



**IN THE MAGISTRATES COURT FOR THE DISTRICT OF \_\_\_\_\_ HELD AT**

CASE NO: .....

In the matter between:

**AND**

**PLAINTIFF**

**DEFENDANT**

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**AGREEMENT AND CONSENT IN TERMS OF SECTION 65 (J) (d) OF ACT 32/1944**

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I, the undersigned,

DEFENDANT'S FULL NAMES: .....

IDENTITY NUMBER: .....

EMPLOYER .....

WORK ADDRESS: .....

DEPARTMENT: .....

SALARY REFERENCE NUMBER .....

POSTAL ADDRESS (WORK) .....

POSTAL ADDRESS (PRIVATE) .....

RESIDENTIAL ADDRESS: .....

TEL NO (WORK) ..... (PRIVATE) .....

I hereby agree and consent to issuing of an Emolument Attachment Order in terms whereof an amount of N\$..... deducted from my salary monthly and paid over to the plaintiff's Attorneys until the whole amount due, including interest and costs on an attorney/client scale, has been paid in full.

Dated at .....this ..... day of.....20

\_\_\_\_\_  
AS WITNESS

\_\_\_\_\_  
DEFENDANT



**By undersigning this agreement I confirm and acknowledge that it has been explained to me that in the event that I am entitled to receive monies pursuant to a:**

1. Settlement of account; or
2. Refund; or
3. Cancellation; or
4. Or any other reason relating to the ceasing of a deduction,

that the aforesaid process may take up to 90 days (three months) depending on the salary office and their processes in place. Only after Trustco Finance (Pty) Ltd has received written confirmation that all deductions have been stopped, shall a refund be processed.

The aforesaid monies shall accrue interest at a rate of 5.9% (Five point nine Percent) per annum on the amount outstanding and due. The interest shall accrue from the date the above monies become due and payable until the date of payment of the said monies. The interest rate of 5.9% (Five point nine Percent) can be revised from time to time at the sole discretion of company.

By undersigning this agreement I agree to indemnify, defend and hold harmless Trustco Finance (Pty) Ltd, its holding company and or any of its affiliates against all claims, damages, losses and expenses arising out of or resulting from their reliance upon my representations, assertions and warranties of entitlement to receive the above-mentioned refund.

**Client signature**

**FOR OFFICE USE ONLY**

I,  hereby acknowledge that the loan application form completed is free from intentional tampering and that the applicant's signature and documents have not been tampered with or forged. I further acknowledge that the sale has been concluded by myself. Signed at  on the  day of  (month) 20  I hereby acknowledge that should information be found to be tampered with disciplinary action can be taken against all parties involved.

**Sales executive signature:**

**Initials:** \_\_\_\_\_