

GET IT ON *Finance!*

Please complete and email this form to creditapplication@rochester.co.za

In order to process your application, please attach the following documentation:

- Copy of your ID
 - 3 months bank statements
 - Copy of your latest payslip
 - Proof of insurance (only if applying with your own insurance option)
-

We look forward to receiving your documentation and finalising your application!

MANUAL APPLICATION FORM

PRIVATE AND CONFIDENTIAL

Requested Product Type: Secured (Instalment) Loan Unsecured Loan

Secured Credit underwritten by JDG Trading (Pty) Ltd (NCRCP41) and
Unsecured Credit underwritten by JD Consumer Finance (Pty) Ltd (NCRCP74)

SECTION A – PURPOSE OF APPLICATION					
Requested Loan Value:	R	Requested Terms Required:			
Life Insurance:	Basic <input type="checkbox"/> or Basic Plus <input type="checkbox"/> Comprehensive <input type="checkbox"/> or Comprehensive Plus <input type="checkbox"/>				
Goods Insurance:	Basic Goods and Cellular Phone <input type="checkbox"/> Comprehensive Goods and Cellular Phone <input type="checkbox"/>				
Own Insurance:	Yes <input type="checkbox"/> No <input type="checkbox"/>				
SECTION A1 – CONSENT BY THE CREDIT APPLICANT					
I consent to the Credit Provider checking my credit record with any credit reference agency.			Yes <input type="checkbox"/> No <input type="checkbox"/>		
I also consent to the Credit Provider providing credit reference agencies with regular updates about the conduct of my accounts, including the failure to meet the agreed terms and conditions.			Yes <input type="checkbox"/> No <input type="checkbox"/>		
I also agree that the credit reference agencies may, in turn, make my record and details available to other Credit Providers.			Yes <input type="checkbox"/> No <input type="checkbox"/>		
SECTION A2 – NATIONAL CREDIT ACT (please answer the following questions)					
• Are you subject to an administration order?			Yes <input type="checkbox"/> No <input type="checkbox"/>		
• Have you applied to be placed under administration?			Yes <input type="checkbox"/> No <input type="checkbox"/>		
• Are you currently sequestrated?			Yes <input type="checkbox"/> No <input type="checkbox"/>		
• Have you applied to be placed sequestrated?			Yes <input type="checkbox"/> No <input type="checkbox"/>		
• Are you under debt review?			Yes <input type="checkbox"/> No <input type="checkbox"/>		
• Have you applied to be placed under debt review?			Yes <input type="checkbox"/> No <input type="checkbox"/>		
SECTION B – PERSONAL DETAILS OF APPLICANT & SPOUSE/PARTNER					
APPLICANT		SPOUSE/PARTNER			
Title:		Title:			
Surname:		Surname:			
First Name:		First Name:			
Initials:		Initials:			
Identity No (RSA Citizen Only):		Identity No (RSA Citizen Only):			
Passport No (RSA Citizen Only):		Passport No (RSA Citizen Only):			
Date of Birth (YYYY/MM/DD):		Home Language:			
Gender:		Ethnic Group:			
Marital Status:		How are you married:			
Number of Dependants:		If Married, consent received:	Yes <input type="checkbox"/> No <input type="checkbox"/>		
South African Citizen:	Yes <input type="checkbox"/> No <input type="checkbox"/>				
If No, which country:					
Temporary Resident Permit No:					
Permit Expiry Date: (YYYY/MM/DD)					
Employee Number:					
SECTION B2 – CONTACT DETAILS OF APPLICANT & SPOUSE/PARTNER					
CONTACT DETAILS		APPLICANT		SPOUSE/PARTNER	
Home Telephone Number:		Work Telephone Number:		Work Telephone Number:	
Work Telephone Number:		Cellular Number:		Cellular Number:	
Cellular Number:		E-mail Address:		E-mail Address:	
Alternative Cellular Number:		Alternative E-mail Address:		Alternative E-mail Address:	
E-mail Address:		Fax Number:		Fax Number:	
Alternative E-mail Address:					
Fax Number:					
SECTION C – DETAILS OF PROPERTY/RESIDENCE					
PRESENT RESIDENTIAL DETAILS			PREVIOUS RESIDENTIAL DETAILS		
Name of Building/Complex & No.:			Name of Building/Complex & No.:		
Period of Residence:	MM	YY	Period of Residence	MM	YY
Name of Street & Number:			Name of Street & Number:		
Suburb:			Suburb:		
Town:			Town:		
Province:			Province:		
Postal Code:			Postal Code:		

SECTION C – DETAILS OF PROPERTY/RESIDENCE (Continued)			
Type of Dwelling:		PRESENT POSTAL ADDRESS	
Ownership:			
Does Applicant Own a Motor Vehicle:	Yes <input type="checkbox"/> No <input type="checkbox"/>		
DELIVERY ADDRESS DETAILS			
SECTION D – EMPLOYMENT DETAILS			
CURRENT EMPLOYER		PREVIOUS EMPLOYER (IF LESS THAN 5 YRS)	
Employment Type:		Company / Employer Name:	
Employment Sector:		Address Line 1:	
Company / Employer name:		Address Line 2:	
Address Line 1:		Suburb:	
Address Line 2:		Town:	
Suburb:		Province:	
Town:		Postal Code:	
Province:		Period Employed: (MM/YYYY)	
Postal Code:		Employer Telephone Number:	
Period Employed: (MM/YYYY)			
Employer Telephone Number:			
Employee No/Clock no:			
Nickname:			
Supervisor Name:			
Department:			
HR Contact Person:			
Salary Pay Day:			
Salary Frequency:			
If Contractor, when does contract end: (MM/YYYY)			
SECTION E - DETAILS OF 2 REFERENCES NOT LIVING WITH YOU			
REFERENCE DETAILS	REFERENCE 1		REFERENCE 2
Surname:		Surname:	
First Name:		First Name:	
Relationship:		Relationship:	
Residential Address Line 1:		Residential Address Line 1:	
Residential Address Line 2:		Residential Address Line 2:	
Town:		Town:	
Province:		Province:	
Postal Code:		Postal Code:	
Home Telephone Number:		Home Telephone Number:	
Work Telephone Number:		Work Telephone Number:	
Cellular Telephone Number:		Cellular Telephone Number:	
SECTION F – BANK ACCOUNT DETAILS / DEBIT ORDER AUTHORISATION			
Account Holder's Surname & Initials:			
Bank Account Type:		Credit Card Type:	
Bank Name:		Card Number:	
Bank Branch Name:		Expiry Date: (MM/YYYY)	
Branch Code:			
Account Number:			
Method of Payment:	Debit Order	Debit Order Date:	
I, the undersigned, declare that I am the account holder of the above mentioned bank account. I hereby authorise the Credit Provider to debit my account as detailed above, with the monthly instalment amount payable, alternatively the full amount due in terms of the credit agreement, on or after my pay day until such a time when the account is settled. I authorise the Credit Provider to deduct under certain circumstances on a date different to my debit order date. I agree that the debit order may be cancelled should the company not be able to collect funds from my account for 3 consecutive months.			
SIGNATURE OF ACCOUNT HOLDER		DATE (YYYY/MM/DD)	

SECTION G - MONTHLY AFFORDABILITY CALCULATION (Rands)			
INCOME - APPLICANT		AMOUNT	
Gross Salary:		Gross Salary:	
Gross Overtime:		Gross Overtime:	
Nett Salary:		Nett Salary:	
Child Grant/Support:			
Government Grant:			
Rental Income:		Rental Income:	
Other Income:		Other Income:	
EXPENDITURE - APPLICANT		AMOUNT	
Home Loan Account:		Home Loan Account:	
Home Rental:		Home Rental:	
Furniture Retail Account/s:		Furniture Retail Account/s:	
Clothing Account/s:		Clothing Account/s:	
Credit Cards:		Credit Cards:	
Personal Loans:		Personal Loans:	
Micro Loans:		Micro Loans:	
Educational Loans:		Educational Loans:	
Business Loans:		Business Loans:	
Car Finance:		Car Finance:	
Insurance (Short & Long Term):		Insurance (Short & Long Term):	
Fixed Line Contract:		Fixed Line Contract:	
Cellular Contract:		Cellular Contract:	
Internet Contract:		Internet Contract:	
LIVING EXPENSES (NOT PAID ON CREDIT)		LIVING EXPENSES (NOT PAID ON CREDIT)	
APPLICANT		SPOUSE/PARTNER	
AMOUNT		AMOUNT	
Groceries:		Groceries:	
School Fees:		School Fees:	
Transport Costs:		Transport Costs:	
Pre-Paid Fixed Line:		Pre-Paid Fixed Line:	
Pre-Paid Cellular:		Pre-Paid Cellular:	
Pre-Paid Internet Line:		Pre-Paid Internet Line:	
Other Credit Contracts:		Other Credit Contracts:	
Utilities (Water & Lights, Rates):		Utilities (Water & Lights, Rates):	
Other Expenses:		Other Expenses:	
SECTION H – ACKNOWLEDGEMENT, CERTIFICATION, and AUTHORISATION BY THE CREDIT APPLICANT			
CREDIT INSURANCE			
In terms of section 106 of the NCA a consumer is required to maintain adequate insurance during the term of their credit agreement.			
MARKETING INFORMATION			
May we or any of our associated companies market to you?			Yes <input type="checkbox"/> No <input type="checkbox"/>
Preferred correspondence method for marketing communication?			Yes <input type="checkbox"/> No <input type="checkbox"/>
How did you hear about us?			Yes <input type="checkbox"/> No <input type="checkbox"/>
Reason for loan?			Yes <input type="checkbox"/> No <input type="checkbox"/>
How would you like to receive your statements?			Yes <input type="checkbox"/> No <input type="checkbox"/>
What is your preferred language for correspondence?			Yes <input type="checkbox"/> No <input type="checkbox"/>

Signature of Consumer

(1) Witness to Consumer

Date

Signature of Spouse
(if married in community of property)

(1) Witness to Spouse

Date

(2) Witness to Spouse

- 7.2. In the event that the consumer fails to pay any instalment or any other amount due on due date, such overdue amounts shall bear interest at the maximum interest rate applicable to an agreement of this nature, as prescribed the National Credit Act and any Regulations thereto, at the specific time of default.
- 7.3. Subject to the provisions of the NCA and the Regulations thereto, the interest rate shall be a fixed rate.
- 7.4. The calculation of interest shall be in accordance with the NCA and the regulations thereto.

8. PAYMENT OF INSTALMENTS

- 8.1. The consumer shall pay to the credit provider the instalments specified in the schedule to this agreement.
- 8.2. Subject to the consumer's rights in terms of the common law, he/she shall not be entitled to withhold payment of any instalments or other amounts owing to the credit provider. The consumer will not be entitled to set off against any instalments or other amounts payable in terms hereof, any present or future claim, which the consumer may have against the credit provider, from whatever cause arising.
- 8.3. All payments to be made in terms hereof shall be paid at the address of the credit provider, as detailed in the schedule, or such other address as the credit provider may specify in writing.
- 8.4. The consumer may at any time, without notice or penalty, prepay any amount due to the credit provider under this agreement. The credit provider will credit each payment made under the agreement to the consumer as of the date of receipt by the credit provider of that payment, and will do so as follows:
- 8.4.1. firstly to satisfy any due or unpaid interest;
- 8.4.2. secondly to satisfy any due or unpaid fees or charges; and
- 8.4.3. thirdly to reduce the amount of the principal debt.

9. STATEMENTS OF ACCOUNT

- 9.1. The credit provider shall deliver to the consumer a statement of account in the form prescribed by the NCA.
- 9.2. Such statements shall be delivered at regular intervals, not exceeding three months.
- 9.3. The statements shall be sent to the consumer by ordinary mail.
- 9.4. The consumer shall be entitled to dispute all or part of any incorrect credit or debit in a statement of account by delivering a written notice to the credit provider.

10. EARLY SETTLEMENT

- 10.1. The consumer is entitled to settle this agreement at any time either with or without notice to the credit provider, by paying the settlement amount.
- 10.2. The amount, which is required to settle this agreement ("settlement amount") is the total of the unpaid balance of the principal debt at the time and the unpaid interest charges and all other fees and charges payable by the consumer to the credit provider up to the settlement date.

11. BREACH, DEBT COLLECTION AND COLLECTION CHARGES

- 11.1. In the event of the consumer failing to pay any amount due in terms of this agreement, the credit provider shall be entitled to instruct a firm of debt collectors registered in terms of the Debt Collectors Act, Act 114 of 1998 or a firm of attorneys to collect payment of the amount due in terms of the agreement on behalf of the credit provider.
- 11.2. Subject to the provision of the Debt Collectors Act and the Regulations thereto, any debt collector collecting the debt due to the credit provider shall be entitled to make contact with and demand payment from the consumer by way of personal or telephonic consultations, send or deliver letters of demand to the consumer, or to take any other lawful step to collect the amount due.
- 11.3. In the event of the credit provider instructing a firm of debt collectors or attorneys to collect the debt from the consumer, the credit provider shall be entitled to charge the consumer collection costs as provided for in clause 13 hereunder.

12. BREACH AND LEGAL PROCEEDINGS FOR THE ENFORCEMENT OF THE AGREEMENT

- 12.1. In the event of the following facts occurring-
- 12.1.1. the consumer failing to pay any amount due to the credit provider on the due date for such payment or breaching of any of the terms of this agreement; or
- 12.1.2. the consumer being placed under provisional or final sequestration; or
- 12.1.3. the consumer committing an act of insolvency as defined in the Insolvency Act, 1936; or

12.1.4. a judgment being granted against the consumer in respect of any debt which remains unsatisfied for a period of seven days after the granting of such judgment; or

12.1.5. any property of the consumer being attached in execution of any debt;

12.2. then and in any such event, the credit provider shall, without prejudice to any other rights which it may have in law, be entitled:

12.2.1. to claim immediate payment of the full balance owing by the consumer in terms of this agreement then owing by the consumer to the credit provider, including default administration charges and collection costs, where applicable; or

12.2.2. if the consumer is in default under the credit agreement, to immediately cancel this agreement without notice, in which event the credit provider shall be entitled to recover possession of the goods from the consumer, to sell the goods, retain all amounts paid by the consumer and claim the full balance owing by the consumer in terms of this agreement, less the proceeds of the sale of the goods after the reasonable expenses in connection with the sale had been deducted.

12.3. If the consumer is in default in terms of this agreement, the credit provider may draw the default to the notice of the consumer in writing and propose that the consumer refer the credit agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that the parties resolve any dispute under the agreement or develop and agree on a plan to bring the payments under the agreement up to date.

12.4. Before instituting legal action for the enforcement of the agreement, the credit provider shall comply with the provisions of the NCA.

12.5. The credit provider shall be entitled before of after the institution of an action for the recovery of possession of the goods sold in terms of this agreement to bring an application for the attachment of the goods pending finalisation of such action.

13. DEFAULT ADMINISTRATION COSTS AND COLLECTION COSTS

13.1. If the consumer defaults in any payment obligation under this agreement, the credit provider may levy and the consumer will be obliged to pay such default administration charges as is permitted by the NCA and the regulations thereto. Such charges will be equal to the charges payable in respect of a registered letter of demand in an undefended action in terms of the Magistrates Court Act together with necessary expenses incurred in delivering the letter.

13.2. The credit provider will be entitled to charge the consumer collection costs in respect of the enforcement by the credit provider of the consumer's payment obligations under this agreement. These collection costs will not exceed the costs incurred by the credit provider in collecting the debt -

13.2.1. to the extent limited by Part C of Chapter 6 of the NCA; and

13.2.2. in terms of:

13.2.2.1. the Supreme Court Act, 1959 and the rules of the Court;

13.2.2.2. the Magistrates Courts Act, 1944 and the rules of the Court;

13.2.2.3. the Attorneys Act, 1979; and

13.2.2.4. the Debt Collectors Act 1998, whichever is applicable to the enforcement of the credit agreement.

13.3. Subject to the Magistrates Courts Act and the Supreme Court Act (including the rules thereto) any legal costs payable by the consumer referred to in the previous paragraph shall be on the attorney and client scale.

14. CERTIFICATE OF BALANCE

A certificate purporting to be signed by any manager of the credit provider, whose appointment and position need not be proved, shall constitute sufficient evidence of the amount due to the credit provider by the consumer, as well as any other fact mentioned therein, unless the amount of the indebtedness or such other fact is rebutted by the consumer on a preponderance of probability. As such, the certificate shall constitute *prima facie* evidence.

15. CONSUMER'S RIGHT TO TERMINATE THE AGREEMENT AND SURRENDER THE GOODS

15.1. The consumer may give written notice to the credit provider to terminate this agreement and:-

15.1.1. if the goods are in the credit provider's possession, require the credit provider to sell the goods, or

15.1.2. otherwise return the goods to the credit provider's place of business during ordinary business hours within five business days after the date of the notice or within such other period or at such other time or place as may be agreed with the credit provider.

- 15.2. Within ten business days after either receiving a notice in terms of clause 15.1.1 or receiving the goods in terms of clause 15.1.2, the credit provider shall give the consumer written notice setting out the estimated value of the goods.
- 15.3. Within ten business days after receiving a notice under clause 15.2, the consumer may unconditionally withdraw the notice to terminate this agreement in writing and resume possession of the goods, if the goods are in the credit provider's possession, unless the consumer is in default under this agreement.
- 15.4. If the consumer elects to withdraw the termination in terms of clause 15.3, the credit provider shall return the goods to the consumer unless the consumer is in default under this agreement.
- 15.5. If the consumer does not respond to a notice as contemplated in clause 15.3, the credit provider shall sell the goods as soon as practicable for the best price reasonably obtainable.
- 15.6. After selling any goods in terms of this clause, the credit provider shall: -
- 15.6.1. debit or credit the consumer's account with a payment or charge equivalent to the proceeds of the sale, less any expenses reasonably incurred by the credit provider in connection with the sale of the goods and
- 15.6.2. give the consumer a written notice stating: -
- 15.6.2.1. the settlement value of the agreement immediately before the sale;
- 15.6.2.2. the gross amount realised on the sale;
- 15.6.2.3. the net proceeds of the sale after deducting the credit provider's permitted default charges (if applicable) and reasonable costs allowed under clause 15.6.1;
- 15.6.2.4. the amount credited or debited to the consumer's account.
- 15.7. If an amount is credited to the consumer's account and it exceeds the settlement amount, immediately before the sale, the credit provider shall pay the amount by which it exceeds the settlement amount to the consumer and upon such payment this agreement shall be terminated.
- 15.8. If an amount is credited to the consumer's account and it is less than the settlement amount immediately before the sale or an amount is debited to the consumer's account, the credit provider may demand payment from the consumer of the remaining settlement value.
- 15.9. If the consumer fails to pay an amount demanded in terms of clause 15.8 within ten business days of receiving a demand notice, the credit provider may commence proceedings in terms of the Magistrates' Courts Act, 1944, to obtain a judgment for payment of the balance due by the consumer.
- 15.10. If the consumer, having received a demand notice, pays the amount demanded at any time before judgment is obtained in terms of clause 15.9, this agreement shall be terminated upon payment of that amount.
- 15.11. Interest shall be payable by the consumer at the rate applicable to this agreement on any outstanding amount demanded by the credit provider in terms of this clause from the date of the demand until the date that the outstanding amount is paid.
- 16. CESSION AND ASSIGNMENT**
- 16.1. The consumer shall not cede, assign or transfer any of the rights or obligations in terms of this agreement without prior written consent of the credit provider.
- 16.2. The credit provider shall be entitled, subject to the NCA, to cede assign and/or transfer its rights and obligations under this agreement and its ownership of the goods. The consumer agrees that upon such cession, assignment or transfer, he/she shall hold the goods on the basis that the ownership in the goods has passed to the cessionary, assignee or transferee.
- 17. ADDRESSES FOR RECEIVING OF DOCUMENTS**
- 17.1. All process (including summonses), documents, pleadings and notices relating to this agreement shall be served or given to the credit provider at 27 Stiemens Street, Braamfontein, Johannesburg, 2001 (and no other address) unless such address has been changed in writing as provided hereunder.
- 17.2. All process (including summonses), documents, pleadings and notices relating to this agreement may be served or given to the consumer at the address mentioned in the schedule to agreement, unless such address has been changed in writing as provided hereunder.
- 17.3. As such, the parties choose the aforesaid addresses as their respective *domicilia citandi* (an address where service of the aforesaid documents may be effected).
- 17.4. Either party to this agreement may change their address by delivering to the other party a written notice of the new address by hand, registered mail or electronic mail.
- 18. DISPUTE RESOLUTION**
- The consumer may resolve a complaint by way of alternative dispute resolution, file a complaint with the National Credit Regulator, or make an application to the National Consumer Tribunal.
- 19. DEBT COUNSELLING**
- In terms of section 86 of the NCA the consumer may apply to a debt counsellor, in the prescribed manner and form, to be declared over-indebted.
- 20. CREDIT INFORMATION**
- 20.1. In terms of Section 81 of the NCA the credit provider is obligated to take all reasonable steps to prevent the extension of reckless credit. The consumer therefore authorises the credit provider, as follows, with regard to the consumer's personal credit information, notwithstanding the confidentiality of such information: -
- 20.1.1. to enquire regarding the consumer's credit profile and repayment behaviour from any credit bureau, credit register or other credit provider;
- 20.1.2. to supply or submit information regarding the consumer's credit profile or repayment behaviour to any credit bureau, credit register or other credit provider;
- 20.1.3. to retain records of the consumer's personal and credit information in any data base in accordance with the provisions of the NCA.
- 20.2. The consumer has the right to contact the credit bureau, to have his or her credit record disclosed and to have inaccurate information corrected.
- 21. CONTACT DETAILS**
- The following contact details are hereby disclosed:
- National Credit Regulator: 086 062 7627
Credit Ombud: 0861 662 837
- 22. CONSUMER CLUB**
- It is recorded that the credit provider does not require the consumer to become a member of any consumer club offered by the credit provider, nor is it a requirement of this agreement that such membership be taken up. The consumer may voluntarily elect to become a member of any of consumer club offered, in which case the benefits attaching to such membership shall be regarded as an additional service and the applicable club fee shall be indicated on the schedule to this agreement.
- 23. GENERAL**
- 23.1. The consumer confirms that this agreement is in one of the official languages that he/she understands and acknowledges that he/she received a copy of the agreement in an official language which he/she requested.
- 23.2. The consumer confirms and acknowledges that the terms and conditions of this agreement, including the Schedule and his/her obligations there under, have been explained to him/her and that he/she understands them in full and agrees to them.
- 23.3. References in this agreement to the singular shall include the plural and vice versa and references to the masculine gender shall include the feminine and neuter genders and vice versa.
- 23.4. Each clause of this agreement shall be severable from the remainder of the agreement and should any clause in this agreement be found to be invalid, such invalidity shall not affect the validity of the remainder of the agreement.
- 23.5. This agreement, including and consisting of the schedule, the terms and conditions of the agreement, the declaration of income, expenses and financial obligations by the consumer, the affordability assessment and the credit application, constitutes the entire agreement between the parties and no amendment, alteration, consensual cancellation or waiver shall be valid or binding on the parties unless reduced to writing and signed by the consumer and an authorised representative of the credit provider.
- 23.6. The consumer hereby warrants that the information supplied in the application for credit regarding his/her marital status is correct.
- 23.7. In the event of the consumer being married in community of property, he/she warrants that his/her spouse has consented to the conclusion of this agreement in writing and that his/her signature has been attested to by two witnesses.

* You don't need to complete this page if you are not married in community of property

CONSENT BY SPOUSE MARRIED IN COMMUNITY OF PROPERTY

In terms of section 15(2)(f) of the Matrimonial Property Act, 88 of 1984

Name of Credit Applicant: _____ Account number: _____

Details of Spouse:

Name: _____ Surname: _____

Address: _____ Telephone:

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_____ Cell phone:

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Declaration:

I, the undersigned, _____ married in community of property to _____ (referred to in this document as the Credit Applicant) hereby give written consent for my spouse, as the Credit Applicant, to conclude a Credit Agreement with JDG Trading (Pty) Ltd on our behalf.

Thus done and signed at:

.....
(Full address where document was signed)

On the day of 20.....

.....
Signature

.....
Name of witness

.....
Signature

Address: _____ Telephone:

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_____ Cell phone:

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