Head Office:

Unit 5, Old Mint Park, Louwlardia, Centurion, 1683 **Landline:** 012 110 4290

Call Centre: 087 655 0754

Email: enquiries@diamondclub.co.za Website: www.diamondclub.co.za



CREDIT AGREEMENT & QUOTATION

REF: IP59385

Bank Statement Reference:

INDIAMONDC

PERSONAL INFORMATION

TITLE	mrs	GENDER	female	
NAME	llze	SURNAME	Potgieter	
DATE OF BIRTH	1990-07-04	ID NUMBER	9007040139087	
NATIONALITY	South African	MARITAL STATUS	anc_wo_accrual	
RESIDENTIAL ADDRESS	209 ADAM TAS STREET UNIT 2 0014			
DELIVERY ADDRESS	209 ADAM TAS STREET UNIT 2 0014			
CELL PHONE	0713632503	ALT CELL PHONE 0713632503		
EMAIL	ilzeburger123@gmail.com			
EMPLOYER / WORK	Diamond Club Staff	EMPLOYMENT TYPE permanent		
NEXT OF KIN FULL NAMES	Jason Potgieter	NEXT OF KIN CELL NUMBER	0823282035	

BANKING DETAILS

BANK	First National Bank	ACCOUNT HOLDER	I Potgieter
TYPE OF ACCOUNT	Cheque/Current	ACCOUNT NNUMBER	62372118341
BRANCH NAME		BRANCH CODE	250655
SALARY DATE	26		

PRODUCTS

QUANTITY	NAME OF GOODS	CODE	PRICE	DISCOUNT	SUB-TOTAL
1	KW SLIMLINE INDUCTION	KEC303	R 4,499.95	R 0.00	R 4,499.95
1	KW 9PC KITCHEN MASTER	KBD511	R 2,999.95	R 20.24	R 2,392.76
1	KW 7PC HONEYCOMB SS	KSC535	R 8,299.95	R 20.24	R 6,620.04
1	KW SLIMLINE INDUCTION	KEC303	R 4,499.95	R 20.24	R 3,589.16
1	KW MULTI-PURPOSE CHROME STAND	KSC591	R 999.95	R 20.24	R 797.56

SUMMARY OF CREDIT

VALUE OF GOODS	R 21,299.75	MONTHLY INSTALMENT	R 1,106.01
LESS DEPOSIT	R 0.00	INSTALMENTS	24
INITIATION FEE	R 189.75	TOTAL OF ALL INSTALMENTS	R 26,544.24
FIRST DEDUCTION DATE	26th September 2023	LAST DEDUCTION DATE	30th August 2025
INTEREST RATE	21.50 %		

---- 2% INTEREST WILL BE CHARGED PER MONTH ON OVERDUE AMOUNTS ----

CONTINUE READING FOR TERMS & CONDITIONS...

CREDIT AGREEMENT

PRE-AGREEMENT STATEMENT

In terms of section 92 of the National Credit Act No 34 of 2005 you must understand the Pre-Agreement Statement disclosures before you accept any specific terms in your Quotation.

ACKNOWLEDGEMENT, APPLICATION AND ACCEPTANCE
The terms and conditions contained in this agreement apply to each credit transaction

between Diamond Club and a consumer.

By signing this agreement, you acknowledge that you have read this agreement and that you understand and accept all the terms and conditions. Please pay special attention to the clauses dealing with payments, interest and cancellation. By signing the agreement you confirm that:

- · all information that you supplied is true, complete, accurate and correct;
- you are over the age of 18 years;
 the proposed repayments under this agreement will not cause you to owe more than

- you are able to pay back;
 you are not currently going through financial difficulty;
 you have not been declared mentally ill or unfit by a court;
 you have not judgments or attachment orders granted against you;
 you have not applied for or are currently under administration, provisional or final sequestration or debt review;
- vou understand the risks, interest and costs associated with this agreement; and
- you understand your rights and duties under this agreement

DEFINITIONS

In this Agreement the following words have the meanings as set out in this definition clause and the definition clause in the General Terms and Conditions

"Act" means the National Credit Act 34 of 2005, as amended from time to time.
"Agreement" means your credit agreement with the Company, which was recorded and concluded either through electronic channels, or otherwise in writing, or verbally and which includes:

Pre-Agreement Statement, Quotation, and General Terms and Conditions

"Annual interest rate" is the fixed annual interest rate you must pay on any amount of the total credit amount that you still owe (the outstanding balance) in terms of the Agreement.
"The Company" is Diamond Club (Pty) Ltd., company registration number

2018/609939/07, an authorised financial services provider and registered credit provider with registration number NCRCP12514. Its chosen address for legal documents is Old

Johannesburg Road, Old Mint Park, Unit 5, Mint Street, Louwlardia, Centurion, 1683.
"Debicheck" refers to the mechanism of authenticating your debit order mandate electronically through online banking, at an ATM, on a cell phone (USSD), etc. A mandate means a written, verbal or electronic authority you give, allowing the Company to debit

your bank account.

"General Terms and Conditions" refers to the terms you will receive before concluding the Agreement and together with the Pre-Agreement Statement and Quotation make up the Agreement.

"Credit amount" is any credit amount applied for by you in terms of this Agreement, upon

which interest is calculated

"Pre-Agreement Statement" refers to the terms set out in this document as required by the Act

"Quotation" means the quote provided in terms of the Act that sets out the cost of credit, and other information required in terms of the Act.

"Total Cost of Credit" means credit amount, all fees, interest that will apply to the

Agreement, charged in terms of the Act.
"The Consumer", "you or your" means the person who enters into the Agreement with

the Company.

If your application is successful, you will receive a Quotation containing all costs and other credit information specific to you.

Quotations are valid for 5 (five) business days (excluding Saturdays, Sundays, and

statutory public holidays) from the date they are presented in accordance with the Act. Once accepted, the Agreement is subject to the reception of all requisite papers. Proof of identity, residence address, and income, as well as proof of payment of the initiation fee, may be required. The Company will not approve credit until the documents have been received and authenticated. If these papers are not received and validated within 5 (five) business days of the Quotation being offered, or if they do not reflect the information supplied at application, or are determined to be unsuitable, the Company reserves the right to cancel or recalculate your Quotation.

COSTS OF CREDIT (COSTS RELATED TO THE AGREEMENT)

You must pay the following costs of credit:

Interest at the fixed annual interest rate specified in the Quotation, which is calculated

 All the last at the linear almost all the specified in the Quotaton, which is calculated daily and applied to the entire credit amount on your chosen payment date each month
 You acknowledge that the Company may levy a monthly interest rate of 2% on past-due balances. The interest rate will be linked to the reference rate and may fluctuate throughout the term of the contract. The reference rate for the NCA will be the maximum

Initiation fee (inclusive of VAT) for the costs of preparing a new Agreement, which you

- · pay upfront and send proof before pay-out of the credit amount; or
- pay upfront and send proof before pay-out of the credit aniform, of add to the credit amount and will be charged interest on.
 a monthly Service Fee is charged for managing your Agreement. If you enter into the Agreement during the month, you will be charged a pro rata fee (only the applicable portion) for that calendar month. The monthly fee will be added to the total amount of credit. The service fees charged will never exceed the Act's maximum fee (which fee may be amended from time to time if the Act is amended). If this cost is raised, you will be restlied in writing within 5 (five) business days. notified in writing within 5 (five) business days.

DEBIT ORDER MANDATE

Your debit order authorisation is included in your Agreement, which you will receive. You will also get a Notice prior to your first debit order deduction outlining the charges that

will also get a Notice prior to your first debit order deduction outlining the charges that will be incurred under your payment authorisation.

DebiCheck mandates with a maximum collection amount of 1.5 times your instalment amount may be used by the Company. You agree and authorise the Company to debit an amount up to the maximum collection amount if;

• you have a DebiCheck mandate in place

• if your instalment amount changes as a result of your total cost of credit changing; or

• in order for the Company to recover any arrears due by you.

You further agree that:

Your monthly installment will be paid in accordance with the debit order mandate that you gave. You authorise the Company to deduct payments from the bank account into which your earnings are deposited.
 The deduction will take place on the same day your salary is paid. which is your

- If your salary payment date changes, you agree that we may change your deduction date to always be the same as your salary date;

 Subject to what is agreed in this payment authorisation, we will deduct the monthly instalment from your bank account on the deduction date. However, please note that your obligation to repay the monthly instalment arises 17 (seventeen) days prior to the deduction date. You agree that the Company may collect your instalment on or after this date upon which the obligation arise.

- If we or your bank are unable to amend your deduction date and it occurs on a non-processing day (such as a Saturday, Sunday, or an official public holiday), we or your bank may process the payment on the next business/processing day; and If there is insufficient funds, we or your bank may monitor your bank account and deduct the payments due (including the instalment and arrear / overdue amounts) if
- funds become available.

You hereby agree that we may contact you for marketing purposes and that we may send you promotional offers for the products, which may be of interest to you.

When you receive promotional information or newsletters, you will be given the

opportunity to unsubscribe.
You can exercise your aforesaid right at any time by calling Customer Care at 0876550754 or sending an email to enquiries@diamondclub.co.za

STATEMENT OF ACCOUNT

Unless otherwise agreed, the Company will send you a quarterly statement of account to the email or postal address you designated as the address where you want to receive

CREDIT AGREEMENT GENERAL TERMS AND CONDITIONS

You must read the General Terms and Conditions with your Quotation and Pre-Agreement Statement.

The entire Agreement between you and the Company is comprised of your application information, the Quotation, Pre-Agreement Statement, General Terms and Conditions, and any subsequent confirming SMS/MMS or telephone call of the cost of credit. No changes to the Agreement may be made unless they are agreed to in writing or verbally (voice-recorded and confirmed in writing), or unless the Act permits it.

OTHER COST OF CREDIT

You may be charged default administration and collection costs if you fail to pay any payments outstanding on time. Any administrative, legal, and/or costs and commissions that a debt collector or attorney may charge in line with existing legislation are included in default and collection fees.

FURTHER PAYMENT ARRANGEMENTS AND ALLOCATING YOUR PAYMENTS

Your payments first go towards (1) interest then (2) any fees, and then (3) the credit amount.

- You further agree that:
 you will notify the Company should your bank account details change;
- you may cancel the debit order mandate, but the Agreement and the obligations will
- we or the bank may re-present your payment instruction at no additional cost to you to ensure that you always meet your payment obligations. This re-presented payment shall be separate but in addition to your current payment;
- amounts which have been collected from the account under the debit order mandate
- cannot be reclaimed if such amounts were legally owed to the Company;
 that the Company can deduct the amounts due (instalments, interests, fees, charges and arrear amounts) from your bank account until this credit agreement has been paid in
- the Company reserves the right to require you to authenticate the DebiCheck mandate sent by your bank to you in order to deduct payments from your bank account before

sent by your bank to you in order to deduct payments from your bank account before your credit is paid out or during the course of your Agreement. Should you not authorise the mandate, your credit might not be paid out. If we are allowed to change the debit order or track your bank account to determine when funds are available, we may be able to stop default on your Agreement. Default may lead to legal action or negative credit bureau listings.

PRE-PAYMENT IS ALLOWED WITHOUT PENALTY

You may pay any amount you owe in terms of the Agreement even if it is before the date which the payment is due. The Company will credit each payment made under the Agreement as follows: (1) due and unpaid interest, then (2) any due and unpaid fees or charges, and then (3) the credit amount. Pre-payments made and allocated will not be

EARLY SETTLEMENT OF THE ENTIRE AMOUNT IS ALLOWED

If you want to pay the total outstanding amount in terms of the Agreement, you must request a settlement amount from us. The settlement amount is made up of the unpaid balance of your credit amount, unpaid interest, plus other fees and charges payable up to balance of your credit amount, unpaid interest, plus other fees and charges payable up to the date of settlement. The Company will give you the settlement amount at no cost within 5 (five) business days from when you request the settlement quotation. The settlement quotation may be given to you: in person, by e-mail, telephone, or other form of electronic communication. The settlement amount quoted must be paid within 5 (five) business days from the date that it was delivered. If you do not pay the settlement amount within 5 (five) business days, the settlement quotation will no longer be valid. The Agreement will continue as normal and you will need to get a new settlement quotation if you still want to pay up your credit early. quotation if you still want to pay up your credit early.

OWNERSHIP AND RISK

The Company's ownership of the items supplied to the you passes to the consumer only when the purchase price of the goods is paid in full by the consumer to the Company. The consumer assumes the risk of loss upon receipt of any products offered by the Company. When the goods are made available for pickup at the Company's facilities, the risk passes to the consumer.

You agree to insure the items for the benefit of the company for as long as the company owns the products. The Company reserves the right to request proof of such insurance, and if such proof is not received within 5 (five) business days of such request, the Company reserves the right to immediately insure the products with its own insurance firm for the consumer's account and hold such policy as security.

QUALITY OF GOODSDespite the fact that the Company is not the manufacturer of the goods, it is our intention to always supply safe and superior quality goods that are in good working order and free of defects.

If the consumer discovers that the goods are defective, unsafe, or of poor quality, the consumer must notify the Company telephonically or in writing within (1) one month of delivery.

Please be aware that the rights outlined in this paragraph do not apply in the following circumstances:

- If the goods have been tampered with, misused or abused, or used for a purpose they were not intended for:
- The instructions (as contained in the instruction manual accompanying the goods) have not been followed; or
- The goods are in a specific condition on the delivery date, and the consumer has been

• The goods are in a specific condition on the delivery date, and the consumer has been expressly informed of the condition and has expressly agreed to accept the goods in that condition or acted in such a way as to accept the goods in that condition. As a result, the Company will have no liability or obligation to the consumer for any goods that have been subjected to abuse, misuse, improper use, improper testing, negligence, accident, alteration, tampering, or faulty repair, or as a result of ordinary wear and tear while in the consumer's possession, and the consumer hereby indemnifies the Company in this regard.

DELIVERY

After (14) fourteen days from receipt of the initial payment to the Company, the items will be delivered to the address specified on the order form as soon as reasonably

- The (14) fourteen-day period is subject to the Company receiving final delivery confirmation. Failure to comply will result in a delay thereof.
 Final delivery confirmation will be evidenced by telephonic verbal recording.
 Upon delivery, the consumer must sign the delivery note.

• Only the intended consumer may receive the products, and a copy of the consumer's identity document must be provided as proof of receipt.

As a result, the signature on the delivery note, as well as the attachment of the relevant identification, will be considered proof of proper delivery under the provisions of this

If you do or fail to do or allow anything that could harm Diamond Club's rights under this

agreement, you will immediately be in default of this agreement. Diamond Club may charge you default administration and collection fees if your account

If any payment is late and not received on the deduction date, you are in default and we may enforce the agreement. If your payment is twenty (20) days overdue, we will suggest, by written notice, that you refer the agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction.

If you ignore the notice and suggestion, and ten (10) days pass from the date of the

notice, we may hand the matter over to our attorneys or a registered debt collector for collection.

If this happens you will also be liable for interest that accrues and all administration costs

that Diamond Club has to pay. You agree to pay legal costs on an attorney and client scale, including tracing costs and collection commission at the maximum rate allowed by

If you are in default of your obligations with Diamond Club then all amounts owing by you to Diamond Club, will immediately become due and payable.

CREDIT BURFAUX

You agree that Diamond Club may share personal information with credit bureaux about your application for credit and termination of this agreement. If you do not comply with this agreement, we may also inform the credit bureaux thereof.

You agree that Diamond Club may at any time request confidential and consumer credit

information from credit bureaux, including the request of a credit score on your credit

You may at any time contact the credit bureaux and request your consumer credit information. If the record reflects any information that is wrong, you may demand for it to be corrected.
The contact details for the credit bureaux are contained below:
Transunion 011 214 6000 | 0861 482 482 | webadmin@transunion.co.za

- Experian 011 799 3400 | 0861 105 665 | EZA.consumer@experian.com XDS 011 645 9100 | info@xds.co.za

RIGHT TO APPLY TO A DEBT COUNSELLORYou may apply to a debt counsellor to be declared over-indebted under section 86 of the Act. You may apply before the Company takes legal action against you for any default under this Agreement. The debt counsellor will help you with your application and you will have to pay the relevant fee. They could reject your application in terms of the Act. If you apply for debt review, you may not apply for or accept any more credit until your application has been rejected or you have settled all your debts under credit agreements. as agreed by the court. This means you may not borrow any money, enter into any credit agreement or incur any charges under a credit facility (such as a credit card). The National Credit Regulator may give you contact details of debt counsellors in your

At Diamond Club, the customer is our priority and we strive to deliver only the best in At Diamond Club, the customer is our priority and we strive to deliver only the best in customer service. With customer satisfaction being our main driving force, our main goal is making the lives of our customers easier by bringing only the best quality in innovation directly to their doorsteps in an easy, affordable, and convenient way. If you have any query, complaint or dispute, please contact us on the details below, and we will do our best to assist you:

EMAIL: enquiries@diamondclub.co.za CALL CENTRE: 087 655 0754

CERTIFICATE OF AMOUNT DUEThe Company may issue a written notice showing the amount you owe and how it has been calculated.

You agree that the Company may take legal action based on the amount in the notice, but you have the right to prove to any court that a particular amount is not owing.

CESSION AND ASSIGNMENT (TRANSFER) OF DEBTThe Company may assign any of its rights and responsibilities under the Agreement, including the ability to collect payments owed by you under the debit order mandate. You must continue to carry out your obligations under the Agreement to the person to whom the rights and responsibilities have been transferred.

ADDRESSES AND RECEIVING DOCUMENTS

ADDRESSES AND RECEIVING DOCUMENTS
You agree that the Company may send legal notices to the residential address you provide from time to time in writing.
You agree that the Company may send you other communications, including statements of accounts, to the email address that you provide from time to time. The Company may assume that you receive any notice or letter five days after it has been posted, or two days after it has been emailed to you. You agree to receive any notice in terms of section 129 by registered email or registered mail at the residential address you provide from time to time.

You must inform the Company directly about any change of legal name, address, email address, telephone number or other contact details. You must send proof of any change in legal name and/or residential address.

CUSTOMER AND TRANSACTION SCREENING

The Company will do its best to stop and/or prevent any criminal activities including money laundering and terrorist financing. In assisting with this you acknowledge that the Company

- may verify (check and confirm) your identity as well as that of any persons related to or acting on behalf of or involved with you at the start of the business relationship and as
- often as reasonably necessary thereafter.

 will not willingly and knowingly do business with any person, that appears on any "sanction" list in terms of legislation or in the management of its risk or that is linked to any person that appears on such sanction list or linked to any restricted countries or the government agencies of such restricted countries. Note that these lists are updated on a regular basis.
- may monitor any transactions, instructions, and recipients and can request/verify further information before acting on an instruction or transaction. This could result in a
- delay in carrying out the instruction.

 may refuse to carry out any instruction or transaction and place a hold on any account should it consider necessary.

You agree to assist the Company to comply with the laws by providing all the information and documents reasonably required from time to time. If you fail to do so or provide false information, the Company can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end its relationship with you.

PLEASE NOTE: The Company will not be responsible to you, or any person, or consumer for any loss or damage, you or they suffer if any steps mentioned in this clause or anything else necessary to comply with the laws.

Your personal information will be held by entities within Diamond Club. In this privacy term references to "we", "us" or "our" are references to the entities in Diamond Club, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as

By accepting this Agreement or by utilising any products or services ("Solutions") offered by us, you acknowledge that in order to:

- conclude and fulfil contractual terms or obligations to you:
- comply with obligations imposed by law; or
 to protect or pursue your, our, or a third party's legitimate interests, including offering
- Solutions that best meet your needs;
 your personal information may be processed through centralised functions and systems across entities in Diamond Club and may be used for the purposes as set out in our

Privacy Notice.

Where it is necessary to obtain consent for processing outside of this privacy term, we will

explicitly seek your consent separately.

We want to ensure that you fully understand how your personal information may be used.

We have described the purposes for which your personal information may be used in

detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.

PROTECTION OF PERSONAL INFORMATION
Diamond Club will take all reasonable technical and organisational measures to protect the personal information of consumers.

You hereby authorise Diamond Club to process your personal information in order to report on your payment behaviour to the credit bureau, to comply with our obligations in terms of legislation, to send you marketing material, to provide you with services in the future and to exercise our rights and to perform our obligations in terms of this

agreement with you.
Diamond Club will process your personal information in compliance with the Protection of Personal Information Act 4 of 2013.

OTHER ACKNOWLEDGEMENTS AND CONFIRMATIONS

you have reviewed the Ouotation. Pre-Agreement Statement and General Terms and Conditions and that you understand and appreciate the costs of credit, risks, rights, and obligations that apply to the Agreement;

your Agreement is subject to the Company receiving all required documentation from you and this information being true and correct, failing which the Agreement will not com into existence and neither party will have any claim against the other;

the Company may cancel the Agreement at any time before the Credit amount has been paid out if it finds out anything that might make it more difficult for you to repay the credit or if the information provided is not true or correct;

the Company may contact you on any day of the week in line with applicable laws about any amount you have not paid under the Agreement; and any payment made by you or another would be an acknowledgement of liability for the

full outstanding balance

LAY-BY ELECTION

If elected yes, then should your application for credit be unsuccessful the Consumer hereby elects to enter into a lay-by agreement with Diamond Club, in which the following terms and conditions will replace the relevant credit agreement terms and conditions You must make a minimum of one payment every month until the goods are paid for in full. You may decide to pay more frequently if you wish.

full. You may decide to pay more frequently if you wish.

Diamond Club will monitor your payment performance and may from time to time reconsider your viability for credit approval.

If you cancel the Lay-by before paying for the goods in full, we will charge you a cancellation fee of 1% of the Lay-by Value (Cancellation Fee).

We may cancel the Lay-by if you fail to comply with the Terms set out above. If the lay-by is cancelled as described above, your account will move to a credit balance, which may be used for the purchase of an alternative or similar product with a value equal to the credit balance.

CANCELLATION

You may cancel the agreement without penalty within five (5) business days of signature if you notify us of the cancellation by phone or email and returning the FREE GIFT received, unused and in its original packaging.

• You will be charged R500.00 for the FREE GIFT if it is not returned to us unused and in

its original packaging.

You may cancel the agreement more than five (5) business days after signing the agreement but before receiving the goods by paying a cancellation fee of 1% of the value of the goods and returning the FREE GIFT received, unused and in its original packaging.

 You will be charged R500.00 for the FREE GIFT if it is not returned to us unused and in its original packaging. You may cancel the agreement more than five (5) business days after signing the agreement, but within thirty (30) days of the date you signed it, by paying a cancellation penalty of 5% of the value of the goods, provided that the goods and FREE GIFT received

are sent back unopened and in their original packaging.

• You will be charged R500.00 for the FREE GIFT if it is not returned to us unused and in

its original packaging.

In the event of cancellation, you will be liable for the collection fee of goods or FREE GIFTS received, should you not return them to your closest branch within (7) days of

You may cancel the agreement at any time by paying the settlement amount to Diamond

The Credit Agreement is unaffected if we are lenient and give you more time to meet your obligations or decide not to exercise a right (it is not a waiver of our rights). We have the right to insist on the precise application of all of our rights at any moment. We have not waived our rights under this credit agreement or under the law by accepting partial payments.

responsible parties or operators in terms of applicable privacy laws, unless stated otherwise. The responsible party (the party that decides on how to process your personal information) is the party that you contracted with