

Foschini Retail Group (Pty) Ltd trading as:
@home, @homelivingspace, American Swiss,
Donna-Claire, Duesouth,

Exact!, Fashion Express, Foschini, Luella,
Markham, Matrix, sportscene, Sterns and
Totalsports.

Reg no. 1988/007302/07, Stanley Lewis Centre,
340 Voortrekker Road, Parow East, 7500

NCRCP No. 36 and an authorised financial
services provider.

VAT no. 4210187250

**Contact our store staff to access this form
in Afrikaans, IsiXhosa or SeSotho.**

1. Definitions

In these terms and conditions, unless the
context indicates the contrary:

1.1 Act or the Act: means the National Credit
Act, no 34 of 2005, and Regulations, as
amended;

1.2 Account Benefits: means the optional
product which offers lost card protection, death
cover
and account settlement for a monthly fee.

1.3 Agreement, Credit Agreement, Credit
Facility, Facility, Card or Account: means the
Credit

Agreement between you and us incorporating
the Pre-Agreement Quotation and Disclosure
Notices as well as the Terms and Conditions
of the Card and Credit Facility in force from
time
to time;

1.4 Application or applying: means when you
apply to us for a Credit Facility, either by
applying

at one of our stores, or on our website and
transmitted electronically to us.

1.5 Credit Limit: means the maximum
approved amount of credit beyond which
Foschini shall not

allow any increase of the Credit Allocation.

1.6 Budget Plan: (where applicable) means
the 12, 18 and 24 month payment plans which
are all

interest bearing.

1.7 Card: means the personal Account Card
issued by us to you for your personal
identification and

use in order to access your Credit Facility;

1.8 Club Benefits: means the optional product
which includes membership to the Club for
which

a monthly fee will be payable and for which a
range of benefits is available including death
cover, account settlement, legal help line,
health help line and a monthly Club magazine.

1.9 Foschini: means Foschini Retail Group
(Proprietary) Limited, registration number
1988/007302/07 of Stanley Lewis Centre, 340
Voortrekker Road, Parow East, 7501, an
Authorised Financial Services Provider, and
any trading division of Foschini, or any person
to

whom it transfers any of its rights or
obligations under this Agreement and includes
Fashion

Retailers (Pty) Ltd for Namibia.

1.10 FGRR: means Foschini Group Reference
Rate, being a rate of interest determined by
Foschini

from time to time.

1.11 Revolving Plan: means the "straight"
Credit Facility plan payable over 6 months.

1.12 Service fee: means a monthly fee debited
to your Account for the routine administration
and

maintaining of your Account.

1.13 Credit Allocation: means the amount of
credit at which level Foschini will allow your
Credit

Facility to be operated.

1.14 We, us, our: means Foschini who is the
credit provider, and where relevant, our
subsidiary

and holding companies, any subsidiary of any
of our holding companies and any person to
whom we transfer any of our rights or
obligations under this Agreement.

1.15 You: means the credit receiver, being the
holder of the Card.

2. Application and Agreement

2.1 By making application to us, you are
offering to enter into an agreement. We have
no obligation
to accept your offer.

2.2 The Agreement will be entered into on the
day you sign for receipt of your Card. By
keeping and

using your Card, you accept the terms and
conditions of this Agreement.

2.3 In the event that the Agreement is
amended, such amendment(s) shall only
commence on the

first use of your Card after the date on which
the amendment takes place, when credit is

advanced on such terms or the amended
terms and your use of the Card and signature
shall

confirm that you agree to the amended terms.

2.4 Any application is subject to our credit
approval criteria and to the conditions for
granting

credit as set out in the Act. We have the
discretion to decline an application at any time,
to

determine any amount of credit and to
decrease any amount of credit.

2.5 Your application will be considered on the
information that you provide to us. All
information

must be truthful, accurate, correct and
complete.

2.6 You must have the required legal capacity
to enter into and be bound by these terms and
Conditions. We may require proof of
identification.

2.7 Should we elect to grant you credit, the
fact that we have entered into an Agreement
with you

now does not mean that we will do so in the
future. We have the right to refuse to enter into
any further agreements with you. We have the
right to withdraw the Facility and close the
Account at any time.

2.8 Our marketing documentation and
quotations reflect repayment values that are
only

illustrative values. These values have been
calculated as though the full amount of credit
is

utilised on day one and then repaid over the period in the illustration. Our quotation reflects this calculation over 12 months. Should you enter into an agreement with us, your actual monthly repayment will depend on the outstanding balance on your Account as well as the repayment terms selected at the time of purchase.

2.9 The pre-agreement disclosure and quotation notice(s) will be given to you at the store; or forwarded to you electronically after your website application.

2.10 As soon as you receive the written Agreement, you must sign this with a pen and ensure that you keep it in a safe place.

2.11 As soon as you receive your Card you must sign it with a ballpoint pen.

2.12 You are the only person who may use your Card and you cannot transfer it to any other person

or authorise any other person to use it.

2.13 Only those goods kept for seven business days or longer, constitute a purchase.

3. Addresses

3.1 The residential address you gave us when concluding the Agreement (and as it appears on the Agreement) is the address which you choose at which legal notices and any process of court

may be served on you (your "domicile address"). Your mail address (be it residential, postal or electronic) will be used to forward statements, notices or other communication. If you move to another residential address, or wish to change your mail address or wish to give us any notice; you must to inform us of this via our contact centre on 0860 576 576 or by means of e-mail to customer_services@retailcredit.co.za or posted to P.O. Box 6020, Parow East, 7500. If you change your address, this change will only come into effect 7 (seven) days after we receive your notice.

3.2 If we want to change our domicile, we will also give you notice.

4. How to use your Card

4.1 By signing the Card and activating the Credit Facility, you accept all the terms and conditions of the Agreement.

4.2 You may use your Card to purchase goods or obtain a service from any of our stores and you must sign a sales voucher each time you use your Card. We will then debit your Card Account with the value of these purchases. You cannot make purchases on your Account unless you present your Card at the store. When you sign the sales voucher you confirm receipt and delivery of the goods.

4.3. If you do not take out Account Benefits, it means you do not have the benefits of Lost Card

Protection. For the benefits of the latter, there is a separate indemnity agreement.

4.4. If your Card is lost, stolen or fraudulently used and if you do not have Account Benefits, you must call us immediately on 0860 576 576.

4.5. If after we have investigated the matter, we conclude that you did not make the disputed purchases, you will not be liable for those purchases made after you reported the Card lost, stolen or fraudulently used.

4.6. You will have to pay a Card replacement fee.

5. Cancellation of Card

Your Card will always remain our property and, without our losing any right to any claim which we have against you, we have the right, at any time, to cancel, suspend, repeal or demand the return of your Card.

6. Amount of Credit on Your Credit Facility

6.1 You may not purchase any goods with your Card, which will cause the Credit Allocation of your Credit Facility to be exceeded.

6.2 Should you wish to obtain a temporary increase in your Credit Allocation to cover any purchases that may exceed your available Credit Allocation, then you will have to inform us of this so that this can be recorded and so that the Credit Allocation can be temporarily increased.

Such temporary increase will only be for a limited time and after repayment of the amount,

your Credit Allocation will be reduced to what it was before the temporary increase was granted. Such increase will be entirely at the discretion of Foschini, and you shall indicate your acceptance of such increase by signing on the invoice at the time of purchase.

6.3 We have the right to reduce, change or cancel the Credit Facility and/or any amount of credit granted on your Account.

6.4 If you wish to be eligible for automatic annual increases of your Credit Allocation and/or your

Credit Limit, you must advise us in writing. If you choose to receive an automatic annual increase, we will continue to review your amount of credit annually and may grant you an annual increase in accordance with the Act.

6.5 The applicable amount of credit from time to time, and amounts available to be used for purchases, will be reflected on your monthly statement.

6.6 We have the right to conduct a credit bureau check and an affordability check relating to any increase on your Account, Credit Facility or amount of credit at any stage.

6.7 The Credit Limit of your Facility may be higher than your actual Credit Allocation within which limit you are bound to operate the Facility.

6.8 Any increase in your Credit Allocation will never exceed the approved Credit Limit. However, you may apply for an increase, the approval of which will be entirely at the discretion of Foschini.

6.9 Should your financial circumstances change or should you become unemployed or if your income changes, you must notify us, via our contact centre or by means of e-mail, or by post, as specified in 3.1, above.

7. Change of Conditions of Use

We may change, repeal, replace or add to, any of the conditions of use of the Card and if we do we will notify you thereof by sending the changes to your mail address, before they become effective. If you continue using the Card after such notice, the new conditions of use will apply.

8. Account Benefits & Club Benefits

Account Benefits

8.1. Account Benefits consists of lost card protection, death cover and account settlement. Death cover and account settlement are insurance products. Notwithstanding clause 20.14, the separate policy and disclosure notice is applicable to the 2 insurance products, and binding

on you, in addition to this agreement. This gives details on when the benefits may be claimed,

by whom, when and how.

8.2 Whilst lost card protection is part of Account Benefits, it is not dealt with in this Agreement

because it is a separate agreement between you and Foschini. It is not an insurance product.

8.3 If you do not take out Account Benefits, and your Card is lost, stolen or fraudulently used,

please refer to clauses 4.3 to 4.6.

8.4 You confirm that you have been given the freedom of choice in accepting the offer or proposal

of Account Benefits. You have not been forced to do so and may reject the offer or proposal.

8.5. Account Benefits is an optional and extra product.

8.6. Death cover and account settlement:

8.6.1 In South Africa, Guardrisk Insurance Company Limited, FSP No 75, underwrites the insurance cover. In Namibia, Alexander Forbes Insurance Company Limited underwrites the insurance cover.

8.6.2 In the event of your death:

8.6.2.1 an amount up to a maximum of R2000 will be credited to your account towards payment of

the outstanding balance owing to us, for accidental death if you die under the age 40, and for

any cause of death if you die over the age 40; and

8.6.2.2 R2000 will be paid for accidental death if you die under the age of 40, or R2000 will be paid

for any cause of death if you die over the age of 40.

8.7 If after payment of the amount referred to in 8.6.2.1 above has been made, there is still a balance

outstanding on your Account, then your estate will be liable for payment of that balance.

8.8 If the monthly Account Benefits fee is not paid in the month in which it is due, a grace period

of 15 days will be allowed for payment, and if payment is not made within this grace period, then cover under this policy will cease.

8.9. You consent that we may debit and collect the fee (as stated in your monthly statement) from

your Credit Facility and that the terms and conditions of this Agreement will apply, as well as

the insurance policy and disclosure notice. This means that interest may be charged on the

fee where the Credit Facility payment plan attracts interest. The interest is retained by us and levied at the same rate as the rate of your Credit Facility.

8.10 Club Benefits:

8.10.1 The two insurance components of Club Benefits are account settlement and death cover.

8.10.2. Points 8.1, 8.4, 8.6.1 and 8.7 also apply to Club Benefits; read "Club Benefits" where "Account Benefits" appears.

8.10.3 In the event of your death:

8.10.3.1 an amount up to a maximum of R1500 will be credited to your Account towards payment of

the outstanding balance owing to us; and

8.10.3.2 R2000 death cover will be paid.

8.10.3.3 If after payment of the amount referred to in 8.10.3.1 has been made, there is still a balance

outstanding on your Account, then your estate will be liable for payment of that balance.

8.10.4 You may elect to be billed for Club membership when your Account has a zero or credit balance.

8.10.5 The fee payable for Club Benefits may attract interest where the payment plan attracts

interest; such interest is retained, and is levied at the same rate as that applicable to the relevant Credit Facility.

8.11. Where your Credit Facility is frozen because of proceedings under the Act, no fee will be billed

and Account Benefits and / or Club Benefits will lapse.

9. Statement

9.1 Statements will always be posted and only emailed upon request. Alternatively, you can view

your statements online by registering on www.retailcredit.co.za. Statements will -

9.1.1 show all transactions relating to your Account;

9.1.2 show the current amount due;

9.1.3 show all interest and other charges, (including Club Benefits and Account Benefits) debited by us to your Account;

9.1.4 show all payments made as well as the balance outstanding; and

9.1.5 inform you of the amount which you must pay to us on or before the due date stated on the statement, for each plan.

9.2 It is your responsibility to check your statement. Unless you notify us in writing, within 30 (thirty) days of the date of your statement, that you deny your liability for any debit appearing on your statement, you will be deemed to be liable therefor.

9.3 Non-receipt of your statement does not free you from your obligation to pay any amount due to us, as you may obtain information with regard to your Account and obligation, from us, telephonically, or from any one of our stores.

10. Payment, Settlement and Termination

10.1 You must pay at least the minimum amount payable, as indicated on your statement, by the due date. We have the discretion to decide what this instalment is.

10.2 You may prepay any amount owed to us at any time.

10.3 You may furnish us with a debit order for your monthly payments and any other amounts that may be due by you to us in terms of this Agreement.

10.4 You may also pay the amounts due:

10.4.1 at any Foschini store; or

10.4.2 via electronic funds transfer; or

10.5 if you fail to pay any amount that is due or if you fail to comply with any conditions of your Agreement or if your estate is sequestrated or if you die or if you make any untrue or incorrect statement or representation or fail to disclose information regarding this Agreement or during your application, or do anything that may prejudice our rights; then -

10.5.1 all amounts owing by you will become due and payable immediately; and

10.5.2 without incurring any liability therefor, we may notify any other person who we think should know thereof; and

10.5.3 your Card may no longer be used.

10.6 The method of payment that you choose will be at your risk but any payment shall only be properly made when we receive and process it.

10.7 We will deem all payments made by you to be made paid on the date that we receive such payment either at our office or at the merchant and the payments shall be allocated in the

following order:

10.7.1 in the payment of interest; and thereafter

10.7.2 in the payment of fees and charges; and finally

10.7.3 in the payment of the principal debt.

10.8 You may terminate this Agreement at any time and if you wish to do so, you must give us notice in writing, delivered to us by hand, fax, e-mail or registered mail. If you wish to terminate the Agreement, you will have to pay the full outstanding amount owing to us.

10.9 We may terminate this Agreement if you fail to comply with the terms and conditions.

11. Interest and other Rates

11.1 Subject to the provisions of the Act, we will determine the interest rates and other finance charges, which will apply to your Card Account from time to time and show this on your statement. We will be entitled to levy finance charges at the maximum annual finance charge rate permitted by law from time to time.

11.2 The interest rate charged on your Revolving Plan balance and your Budget Plan balance ("your rate") is a variable rate, determined on the granting of credit. Changes to your rate are linked to the FGRR. We reserve the right to increase, decrease or maintain your rate at our discretion. Changes to your rate and/or the fixed relationship to the FGRR will be announced

within 30 (thirty) days of a change to the FGRR or at least 5 (five) days in advance by notice on your monthly statement. Subject to the above, changes to the FGRR thus result in automatic adjustments to your rate in a fixed relationship to the FGRR.

11.3 Interest on both Revolving and Budget Plans will be calculated on a daily basis and compounded monthly on the full outstanding balance, on the due date of the instalment, until date of payment. This interest is then added monthly to your outstanding balance.

11.4 If you go into arrears on the repayment of your Budget plan, additional interest on overdue amounts will be charged to your Account at the same rate as the interest rate applicable to the principal debt. If you are paying by debit order, this arrear interest will be collected with the monthly debit order.

11.5 If you elect to purchase by using your 6 month Revolving Plan and you pay each monthly instalment in full on or before the due date for such monthly instalment as reflected on each of the monthly statements, and the Account is up to date for that payment period, then we may choose not to charge the interest, as agreed upon, in respect of the transactions which appear on that statement for that time. If however, you do not make the payments in

full on or before the due date as reflected on the statement, in respect of such monthly payment (on the 6 month Revolving Plan), the full interest will be due and payable as disclosed and agreed upon.

11.6 If we decide not to charge interest, this will not mean that we have waived our right to charge interest and we reserve all our rights to charge interest at any time.

12. Legal and other Costs

12.1 If your Account goes into arrears:

12.1.1 you will be charged with costs relating to debt collection activities including a charge for any correspondence and telephone calls made to you each month that your Account remains in arrears; and

12.1.2 default information will be submitted to the credit bureaux and this will affect your ability

to obtain further credit; and

12.1.3 we may suspend your Card Facility and give you 10 days notice before closing the Account,

and if we close the Account, you will be required to repay the Account in full; and

12.1.4 your Account may be handed over to a debt collection agency for recovery of arrear amounts

and you will be charged with these costs.

12.2 If we have to institute legal action against you (issue a summons), you will be liable for all legal costs, which will include but not be limited to:

12.2.1 legal costs on the so-called "attorney and client scale" (that is all the expenses incurred by

the attorney briefed by us, including all costs of any advocate instructed by him, as on brief, and the cost of the professional services rendered by the attorney to us);

12.2.2 collection charges and tracing fees;

12.2.3 revenue stamps and sheriff fees;

12.2.4 Value-added tax (VAT) thereon, which we may incur in recovering or attempting to recover

monies which you owe us; and

12.2.5 these costs will be debited to your Account.

12.3 Judgement may also be taken against you.

12.4 We will not try to collect any costs exceeding the costs provided for in the Act.

13. Certificate of Indebtedness

A certificate signed by any of our managers (whose appointment and authority need not be proved) in which the amount of your indebtedness to us and the interest rate applicable

to your Card Account is stated, shall be accepted as sufficient proof of your indebtedness in

any legal proceedings and shall be regarded as correct unless you prove that the amount or the interest rate is incorrect, subject to the Act.

14. Consent to Jurisdiction

In terms of section 45 of the Magistrates' Courts Act, 32 of 1944, you hereby consent that we

may institute any legal proceedings that have to do with this Agreement or your Account, in the Magistrate's Court, being any magistrate's court that has jurisdiction over you, in terms of section 28 of the Magistrates' Courts Act. We can however choose to institute action against you in any other court having jurisdiction.

15. Waiver

If for any reason or purpose we do not immediately enforce or implement any of our rights

in terms of this Agreement, it does not mean that we have abandoned, given up or waived any of those rights.

16. Debiting of Costs

We may charge and debit to your Account such other charges as we may determine and such other charges and fees as provided for in the Act and statutory levies and taxes.

17. Personal and confidential information

17.1 In this Agreement, personal information means:

17.1.1 information you give us or that we already hold about you, which we may record, including

any phone number from which you call us;

17.1.2 information we receive from enquiries we make so we can make a decision on your application or on the Agreement including information we receive from searches made by us in your name with any credit bureau;

17.1.3 information about any Account or credit life policy or credit insurance which you hold with

or through us; and

17.1.4 information we receive from anyone who is allowed to give us information about you in

relation to your application, or Account, or credit life policy or credit insurance.

17.2 We will keep your personal information only for as long as we need to or have to by law.

17.3 You agree and consent that we may process, record or disclose your personal information,

including details of your transactions, to:

17.3.1 search credit bureaux, credit reference and fraud prevention agency records so we can

manage your Account with us and so that we can make decisions about your credit with us, including whether to make credit available or to continue or to extend your existing credit;

17.3.2 assess any application for credit or for any other financial services you or any member of

your household makes (we may sometimes use a standard credit-scoring or other automated decision-making system to do this);

17.3.3 manage your Account and make decisions about any application, agreement you may

have with us;

17.3.4 give effect to, monitor and evaluate our business;

17.3.5 contact you by post, by phone or in any other way about other products and services which

we consider may interest you unless you tell us that you would prefer not to receive such offers; and

17.3.6 comply with any laws or regulations.

17.4 You agree and consent that we may disclose your personal information to:

17.4.1 any person working for us;

17.4.2 if you arrange insurance through us, to that insurer;

17.4.3 any organisation which underwrites or supports any of our products which you hold;

17.4.4 any payment system under or through which your Account is paid;

17.4.5 any person to whom we transfer any of our rights or obligations under this Agreement;

17.4.6 any third party debt collection agency or attorney appointed to collect any monies you owe

us; and

17.4.7 anyone you authorise us to give personal information to.

17.5 We may transfer, license or otherwise authorise the use of any of your personal data and

information to the extent lawful.

18. Consumer credit information and credit bureaux

18.1 You agree that we may:

18.1.1 make inquiries to confirm any information provided by you in your application or at anytime

during the Agreement;

18.1.2 submit to any credit bureau, or third party (with whom you have financial relations at any time),

any information about or as contained or as provided to us by you in your application, about

the application, the opening and the closing of this Account;

18.1.3 seek, verify and receive information from any credit bureau or third party (with whom you

have financial relations at any time) when assessing your application or your credit worthiness,

and also at any time during the existence of your Account;

18.1.4 provide, disclose and register the existence of this Agreement and any personal information,

and details relating thereto, to any credit bureau or third party (with whom you have financial

relations at any time) sharing positive and negative information about you or your account,

including any non-compliance with the terms and conditions of this Agreement.

18.2 You acknowledge and understand that a credit bureau will provide us with credit profile information, and a credit score reflecting your credit-worthiness.

18.3 Subject to the provisions of the Act, we will be entitled to obtain and disclose the above

information –

18.3.1 if we think it is necessary or may be of benefit to you;

18.3.2 where we are legally compelled to do so;

18.3.3 where it is in the public interest to do so; or

18.3.4 where our interests require this.

18.4 You have agreed that the personal information provided by you when making your application

or when entering into the Agreement with us, may be used by us for ancillary purposes reasonably in keeping with the nature of our business as well as for marketing and related purposes. Should you not wish us to utilise your information for this purpose, you must advise

us thereof in writing or telephone us so that your choice can be recorded and thereafter confirmed in writing.

18.5 You confirm that the information you will provide to us or have provided to us is truthful, accurate, correct and complete

18.6 You waive any rights or claims that you may have against us relating to the provision of

information by or to us in terms of this Agreement.

18.7 We will give you 20 days written notice before sending any default information about you to

a credit bureau.

18.8 You have the right to challenge information reflected at the credit bureau. You have the right

to contact the credit bureau, have your credit record(s) disclosed to you and to have inaccurate information corrected.

18.9 The credit bureau contact details:

TransUnion can be contacted at:

Trans Union Credit Bureau

Wanderers Office Park, 52 Corlett Drive, Illovo

P O Box 4522, Johannesburg, 2000

Telephone : (011) 214 6000

19. Releasing information to Credit Bureaux and Agencies

19.1 You agree and consent that we will release certain personal information about you to credit

bureaux when we search their records about you. They will record details of our searches.

We will also release information to them about any Account that you hold with us, including information about any payments you have missed. Information held by them may be linked

to other people with whom you have a financial association. If you give us false or inaccurate

information or if we suspect fraud, we will tell them of this.

19.2 The credit bureaux will share search details and Account information with us and other

organisations so that we and these organisations may:

19.2.1 assess applications for credit and related services, and manage accounts you or members

of your household may have;

19.2.2 check your identity to prevent money laundering (which means when money is passed

through accounts so that the source cannot be traced);

19.2.3 prevent, detect or prosecute fraud and other crimes; and

19.2.4 recover and trace debts.

19.3 The credit bureaux will share records to help us and others make decisions on proposals for,

and claims against insurance for you (and members of your household).

19.4 The credit bureaux will also use personal information for statistical analysis about credit and other fraud.

19.5 In the event that we hand your Account over to a debt collection agency or an attorney for

collection or legal action, you agree and consent that we will release certain personal information about you them.

20. General

20.1 We may monitor and record all phone calls and other interactions with you.

20.2 You confirm that the terms and conditions, the meaning and consequences of this Agreement

have been presented and explained to you in a language that you understand. The risks relating

to the Agreement, as well as your rights and obligations have also been explained to you.

20.3 Should you wish to receive copies of documents relating to your Account, you must advise us

of the manner in which you want these to be delivered to you, (provided we have the ability to effect the delivery you choose). In certain instances, we are entitled to charge a fee for such copies.

20.4 We may cede, assign or transfer any of our rights or obligations under this agreement or

arrange for any other person to carry out any of our rights or obligations under this Agreement

without your consent and without notice to you.

20.5 We will not be liable for anything outside of our reasonable control (for example, a failure of

computer systems, or power failures which happen for reasons outside our reasonable control) or any industrial action, or political unrest, war, if this prevents us from providing our usual service.

20.6 We will not be held liable for any loss of damage sustained by you or a third party regarding

either the application for credit or regarding this Agreement.

20.7 We can delay enforcing our rights under this Agreement without losing them.

20.8 If we cannot enforce any condition under this Agreement, it will not affect any of the other

conditions in this Agreement.

20.9 In order to be valid and binding, and unless such amendment is effected in accordance with

the Act, any changes or amendments to this Agreement must either be:

20.9.1 recorded by us telephonically and thereafter be verified by us in writing;

20.9.2 or must be made in writing.

20.10 Subject to 2.3, we may however at any time amend or replace these terms and conditions

and if we do so, it does not mean a novation of the Agreement or any transaction or indebtedness

(meaning that a new agreement does not automatically come into place).

20.11 You have the right to resolve a complaint by way of alternative dispute resolution.

20.12 You can file any complaints with the National Credit Regulator (contact number 0860 627 627)

or make application to the National Credit Tribunal.

20.13 You have the right to apply to a debt counsellor for debt review or to be declared over-indebted.

In this regard, the National Credit Regulator can be contacted for debt counsellors' details at

contact number 0860 627 627.

20.14 The pre-agreement quotation and disclosure notices, the agreement including these terms

and conditions, forms the whole agreement between you and us regarding your Credit Facility

and Account, which are governed by and interpreted in accordance with the laws of the Republic of South Africa.