

# Ackermans Application Form

The Ackermans Card is underwritten and managed by Tenacity Financial Services (Reg. No. 2007/003071/07) who is a registered credit service provider (NCRCP1638). Please complete all sections of the application clearly. Applicants who are below the age of 18 years will not be considered for credit. Please hand your application together with a copy of your ID and latest payslip in at your nearest store or fax to +27 (0)21 928 1041.

For administration purposes only:

AKS201103WA/ENG

Store name:

Store No:

Yes, I want to join the A-Plus Club  Yes, I would like to apply for the A-Plus Family Protector Plan. (Terms & Conditions apply - see reverse)

At which store would you like to pick up your new card?

Branch

Store No.

## Personal Details

Title  Mr  Mrs  Ms Initials

Surname

First Name

Known Name

Identity/Passport Number

Nationality

Gender  Male  Female Date of Birth

Marital Status  Single  Married  Divorced  Widowed

Number of Dependent Children  Under the age of 18 Years

Please supply the following information related to dependants:  
1. Date of Birth   Male  Female

2. Date of Birth   Male  Female

3. Date of Birth   Male  Female

Marital Contract  Community of Property  Ante-nuptial  Other

Education Level  No Schooling  High School  Diploma  Degree  Primary School  Matric  Post Graduate

Language Preference for Correspondence  English  Afrikaans

Postal Address

Postal Code

Residential Address

Postal Code

Number of years at present address  Number of years at previous address

Province

Home Tel. Number  if no home number please provide alternative (Code & Number)

Cellular Number

E-Mail Address

Where do you live?  Own Home  Rented Accommodation  Hostel Boarder  With Parents  Other

If you own a home  What is the value of your home?

What is your outstanding bond?

Do you own your own car?  Yes  No

Home Language  English  Afrikaans  isiNdebele  Sesotho

Setswana  siSwati  isiXhosa  isiZulu

Sepedi  Tshivenda  Xitsonga  Other

Ethnic Group (information required by the Credit Regulator)  Black  White  Coloured  Asian  Do not wish to answer

## Work Details

Employer / Company Name

Occupation / Job

Department

Employee / Clock No.

Manager / Supervisor Name

Manager Number  (Dial Code & Number)

Work Number  (Dial Code & Number)

Are You?  Permanently Employed  Self Employed  On Contract  Casually Employed

On what day are you paid?  If you are on contract, when does it expire?

Years at present employer  Years at Previous employer

## Monthly Income & Expenses

	Your Income	Spouses Income
Gross Monthly Salary - before deductions	R <input type="text"/>	R <input type="text"/>
Other Monthly Income	R <input type="text"/>	R <input type="text"/>
	Your Expenses	Spouses Expenses
Salary Deductions <small>(From Salary Slip)</small>	R <input type="text"/>	R <input type="text"/>
Bond / Rent	R <input type="text"/>	R <input type="text"/>
Rates / Levy	R <input type="text"/>	R <input type="text"/>
Policies <small>(life, household insurance, funeral)</small>	R <input type="text"/>	R <input type="text"/>
Credit Commitments <small>(vehicle finance, personal loans, store accounts)</small>	R <input type="text"/>	R <input type="text"/>
Other Household expenses <small>(food, schooling, transport, petrol, cell)</small>	R <input type="text"/>	R <input type="text"/>

How many store accounts do you hold?

## Banking & Debit Order Details

What type of account do you currently hold  Current  Savings  Mzansi  Credit Card

(You may tick more than one)

How many years have you had your bank account?

Would you like to pay your account by debit order?  Yes  No

Select amount to be debited:  Total Payment Due  Total Balance Due

If Yes - Name of Account Holder

Bank Name

Account Number

Branch Name  Branch Number

Type of Account  Cheque / Current  Savings  Mzansi  Debit order deduction date

Signature of account holder - I hereby authorise my monthly deductions to be debited to this account

## Spouses Details

Title  Mr  Mrs  Ms First Name

Surname

Contact Number

## Contact Details of someone not living with you

Title  Mr  Mrs  Ms First Name

Sur name

Contact Number

## Supplementary Card Application

I, \_\_\_\_\_ hereby request a Supplementary Card for the person stated below to share my account and credit limit

Once the application has been approved, you will be notified via SMS. The Supplementary Card applicant can then go to any A-Plus store with their ID Book and the reference number you will receive in the confirmation SMS to collect and activate their card. The store at which the card is collected will determine which brand of card is issued - choose between Ackermans, Shoe City, Hang Ten and Jay Jays!

Brand  Branch  Store No.

Title  Mr  Mrs  Ms Initials

Surname

First Name

Identity Number

Cellular Number

E-Mail Address

Ethnic Group For statistical purposes  Black  White  Coloured  Asian  Do not wish to answer

I'd like to know about exciting offers and promotions from the Ackermans Group stores.  Yes  No

Signature of Main Cardholder

Signature of Supplementary Cardholder

## Consent & Acknowledgements

I consent to an annual limit increase  Yes  No

Signature \_\_\_\_\_ Have you made application to a debt counsellor or to be placed under administration in the last 60 days?  Yes  No

I'd like to know about exciting offers and promotions from the Ackermans Group stores.  Yes  No

Would you like to receive marketing messages via  Yes  No

E-Mail  SMS  Telemarketing  Post

I authorise Tenacity to disclose my details to other parties to correspond with me regarding other products that may interest me.  Yes  No

By ticking YES, I authorise Tenacity to use the information disclosed by me on this application, as well as my credit history and payment profile with any person, including the credit bureau. By ticking NO, your application cannot be processed as credit bureau information is a critical part of the application process.  Yes  No

If you are married in community of property or by customary law prior to 15/11/2000, then you are required to obtain the consent from your spouse to enter into this credit agreement. Please confirm that you have received consent from your spouse.  Yes  No

By signing the application below I acknowledge that I have read, understood and accepted the Ackermans Card terms and conditions. I also confirm that the information that I have provided is complete, correct and true.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## For Branch Use

Account Number

Store Number

Employee Number

Application Checked by

## Acceptance of Account

By signing here I acknowledge that I have taken possession of my Ackermans Card, and have signed the card on the signature panel. I also acknowledge receipt and acceptance of the pre-agreement quote and credit agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Terms and Conditions of the A-Plus Revolving Credit Facility of Tenacity Financial Services (Pty) Ltd

The credit facility is granted by Tenacity that shall be governed by the following terms and conditions to which you must always adhere, as they constitute a binding agreement between you and Tenacity.

1. What we mean
  - 1.1. 'agreement' means, these terms and conditions as well as the pre-agreement quotation which together will constitute a credit agreement in terms of NCA;
  - 1.2. 'account holder' means the person who has applied for and has been granted a credit facility by Tenacity;
  - 1.3. 'account' means the credit facility opened in the name of the account holder;
  - 1.4. 'credit facility' means the total amount of credit approved by Tenacity to be utilised by the account holder for the purchase of goods from any participating branches by utilising the card as a method of payment;
  - 1.5. 'card' means the A-Plus plastic card issued to you, the account holder, by us, which you must use to access your credit facility;
  - 1.6. 'A-Plus' means the card acceptance brand for the participating branches.
  - 1.7. 'participating branches' means the branches of Ackermans, Shoe City, Jay Jays and Hang Ten Stores in the Republic of South Africa and Namibia that display the A-Plus acceptance sign;
  - 1.8. 'you' or 'your' includes the account holder and any additional cardholder/s;
  - 1.9. 'we' or 'us' means Tenacity who is the credit provider and duly registered as such in terms of NCA;
  - 1.10. 'Tenacity' means Tenacity Financial Services (Proprietary) Limited (Registration No. 2007/003071/07, Credit Provider NCRCP 1638), Address : 1 Radnor Road, Parow Industria;
  - 1.11. 'TRR' means 'Tenacity Reference Rate' being the reference rate determined by Tenacity which shall be the maximum interest rate specified in the pre-agreement quote;
  - 1.12. 'NCA' means National Credit Act, 2005 (Act No. 34 of 2005), and the regulations promulgated there under, as amended from time to time;
2. Applying for a credit facility and the agreement
  - 2.1. Any application for a credit facility is subject to our normal credit approval criteria.
  - 2.2. By making an application for a credit facility you are applying to enter into an agreement that shall be governed by the terms of the agreement. We have no obligation to approve this application. The issue of a card to you will signify our approval of your application that shall be subject to the credit facility allowed by us and the terms of the agreement.
  - 2.3. Only natural persons may apply for the credit facility.
  - 2.4. We will ask you for certain information before we can consider your application for a credit facility. You must provide complete and accurate information.
  - 2.5. We must verify your identity and may decline the application if you cannot give us satisfactory proof of your identity.
  - 2.6. By signing for your card and using it to make purchases you have accepted the pre-agreement quote and these terms and conditions.
3. Your card
  - 3.1. Your card is the access to your credit facility.
  - 3.2. You must sign your card in ink as soon as you receive it. Use the space provided at the back of the card.
  - 3.3. The account holder may have additional cards linked to the account if application for these additional cards has been approved by us. The account holder will be liable for all amounts owing through the use of the main and additional cards.
  - 3.4. Additional cardholder/s agree to be held jointly and severally liable as co-principal debtor/s for all amounts accountable through the use of the additional card/s.
  - 3.5. The issue of additional cards will not increase the credit limit we allow on the credit facility.
  - 3.6. Tenacity will always remain the owner of the card/s.
4. Your credit facility
  - 4.1. We decide the credit limit on the account (which may be varied from time to time) and you must ensure that you and any additional cardholders do not exceed this limit.
  - 4.2. We have the right to reduce or cancel your credit facility at any time of which you shall be notified.
  - 4.3. We may refuse to authorise purchases through using your credit facility for any reason whatsoever, including if you have exceeded your credit limit.
  - 4.4. If we accept to process a transaction that results in you exceeding your credit limit, it does not mean that we have extended or increased your credit limit. Any such extension will be a temporary increase of your credit limit in order to allow the specific transaction.
5. Your credit limit
  - 5.1. You may, by written notice, ask us to reduce your credit limit.
  - 5.2. You may, by written notice, authorise us to apply annual increases to your credit limit, or withdraw that authorisation. Any increase of your credit limit will be in our sole discretion.
  - 5.3. You may not make any purchases or obtain any services that will cause you to exceed your allocated credit limit.
  - 5.4. We may, within our sole discretion and at any time, reduce the credit limit allocated to your account.
  - 5.5. Your credit limit will be reflected on your monthly statement.
6. Using your card
  - 6.1. Only the account holder in whose name the card has been issued may use the card.
  - 6.2. The card may only be used at any participating branch. The list of participating branches may be changed from time to time, which will be communicated to you.
  - 6.3. You may use the card to pay for goods and services at any participating branch. You must sign a transaction slip when making a purchase.
  - 6.4. You may not use the card for any other transactions.
  - 6.5. We will not be liable if any participating branch refuses to accept or honour your card when making a purchase.
  - 6.6. Should you wish to return your purchase to any participating branch, such return(s) will be subject to the participating branch's standard returns policy. Your account will be credited with the amount of the purchase returned provided such return is in accordance with the standard returns policy of and accepted by the participating branch.
  - 6.7. You acknowledge and agree that your use of the card may be suspended and/or terminated at any time for any reason whatsoever and that we shall have no liability of whatsoever nature and howsoever arising in consequence of any such suspension and/or termination.
7. Safekeeping and unauthorised use of your card
  - 7.1. You are responsible for the safekeeping and proper use of your card.
  - 7.2. Notify us immediately at the Tenacity Service Centre on 0860 655 556 or 021 9281040 if your card is lost or stolen. We will stop further transactions on the card as soon as is reasonably possible after being advised that the card is lost or stolen.
  - 7.3. You will be responsible for all transactions made with the card before we stop future transactions on the card in terms of 7.2 whether or not you have authorised such transactions.
  - 7.4. You will nevertheless be responsible for all transactions made with the card after you have reported your card as lost or stolen if –
    - 7.4.1. your signature appears on the voucher, sales slip or similar record of the participating branch; or
    - 7.4.2. other evidence, to our satisfaction, is obtained which indicates you authorised or were responsible for the particular use of the credit facility after the card was reported lost or stolen.
8. Malfunction of electronic facilities

We are not responsible for any loss arising from any failure, malfunction or delay in any electronic point of sale device, EDC terminal, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.
9. Authority to debit your account
  - 9.1. Your account will be held with Tenacity and administered at our Cape Town offices.
  - 9.2. You will remain liable for any amount owing on the account until it is credited by instalments actually received and cleared.
  - 9.3. Any purchases from participating branches using the card, will be charged to the account, whether or not the transaction slip of the participating branch has been signed by you.
  - 9.4. We will not be liable if a transaction processed at a participating branch is not authorised by you and you will remain liable for any amount that has been debited to the account as a result of a transaction of this nature.
10. Payment schedule

The pre-agreement quotation which has been presented to you together with these terms and conditions, sets out the information relating to the credit extended to you, the frequency of payments, the number of payments, the date of the first and last payment, all of which assumes maximum utilisation of the credit facility granted to you.

  - 10.2. Upon your acceptance of the pre-agreement quotation, the pre-agreement quotation together with these terms and conditions shall constitute a binding contract between you and us, and the pre-agreement quotation shall be deemed to form part of these terms and conditions as the payment schedule required pursuant to the NCA.
11. Interest and other charges
  - 11.1. Subject to the provisions and limitations of the NCA, we will determine the monthly service fees and interest rate, which will apply to your account and show this detail on your monthly statement. We are entitled to levy services fees at the maximum annual or monthly rate as permitted in terms of the NCA. The initial monthly service fees will be disclosed at the time of your application for a credit facility.
  - 11.2. The interest rate is a variable rate that is linked to the TRR and changes to that rate may result in changes to the rate at which interest is charged on your account.
  - 11.3. You will be advised within 30 days through your statements of changes to the interest rate.
  - 11.4. Interest will be calculated on a daily basis and compounded monthly on the full outstanding balance of your account from time to time. This interest is then added monthly to the outstanding balance of your account.
  - 11.5. Tenacity reserves the right to charge an account initiation fee which will be disclosed to you upon application for a credit facility.
12. The monthly statement and payment
  - 12.1. We will send you a statement every month to your postal address or electronically if this delivery method has been selected by you. The statement will show all transactions made on the account up to the date of the statement.
  - 12.2. The statement will show both the full and minimum amounts payable to us, on or before the due date shown on the statement.
  - 12.3. You must advise the Tenacity Services Centre in writing or telephonically at the numbers referred to in 7.2 within 30

- days of the date of the statement should you believe the statement to be incorrect. Otherwise it will be deemed that the statement is correct.
- 12.4. You should contact the Tenacity Service Centre should you not receive a monthly statement. Failure to receive a monthly statement will not entitle you to refuse or fail to pay any amount that is due on the account.
- 12.5. We may verify and confirm any record of a payment into the account. Our records will be taken as correct unless the contrary is proved by you.
- 12.6. The account will be credited immediately with any payment made into it, but the credit facility will only be increased once the payment has been cleared.
- 12.7. All payments to your account will first go towards the payment of interest, then to service fees and charges, and finally to the principal debt.
- 12.8. You must pay at least the minimum amount as well as any arrears reflected on your statement by the due date.
- 12.9. You may also repay any amount owing at any time, notwithstanding the instalment reflected on your statement.
- 12.10. You may pay at any participating branch, or any other facility that we communicate to you from time to time.
- 12.11. If you fail to comply with your payment terms or any other of the conditions of the agreement, or your estate is sequestrated, or you pass away, or you make false disclosures in the application process, then all amounts will, at our election, become due and payable immediately and your credit facility will be closed.
- 12.12. The method of payment that you choose will be at your own risk and we will only recognise the payment when we receive and process it and once it has been cleared.
13. Legal and other Costs
- 13.1. If your account goes into arrears or if you are in breach of any other provision of the agreement then we may take any or all of the following actions:
- 13.1.1. you will be charged with default administration charges relating to any debt collection activities which will include letters and telephone calls made through the month whilst you are in arrears which will not exceed the limits allowed in terms of NCA;
- 13.1.2. your default status will be noted on the credit bureau which could negatively affect your credit record;
- 13.1.3. we will suspend your credit facility and give you notice that we intend to close your account on which your full balance will become immediately due and payable;
- 13.1.4. your account will be handed over to an external debt collection agency for the recovery of the amount in arrears and you will be charged with these costs.
- 13.2. If we institute legal action against you, you will be liable for all legal costs, which will include but not be limited to legal costs on an attorney and client scale, all collection and tracing costs; revenue stamps and sheriff costs, and related value added tax charges. These will be debited to your account.
- 13.3. Judgement may also be taken against you.
14. Certificate of Indebtedness
- A certificate signed by any of our managers whose appointment and authority need not be proven, in which the amount of your indebtedness to us and the interest rate applicable to your credit facility is stated, shall be accepted as prima facie proof of your indebtedness in any legal proceedings and shall be regarded as correct unless you prove the contrary.
15. 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 any Magistrate's Court, which in terms of section 28 of the Magistrates' Courts Act, has jurisdiction over you. We can however choose to institute action against you in any other courts having jurisdiction.
16. Your options
- 16.1. It is acknowledged that, in terms of your application for a credit facility, you have been presented with a choice of selecting any of the following options –
- 16.1.1. to decline an option of pre-approved annual credit limit increases as provided for in section 119(4) of the NCA;
- 16.1.2. to be excluded from any –
- 16.1.2.1. telemarketing campaign that may be conducted by or on behalf of us;
- 16.1.2.2. marketing or customer list that may be sold or distributed by us, other than as required by the NCA;
- 16.1.2.3. any mass distribution of email or sms content.
17. Information consent
- You, the account holder, consent to us:
- 17.1. making enquiries about your credit record with any credit reference agency and any other party to confirm the details on your credit application;
- 17.2. providing regular updates regarding the conduct of the account to the credit reference agencies and allowing the credit reference agencies to in turn make the record and details available to other credit grantors;
- 17.3. checking your payment behaviour, at any time, by referencing your credit record with any credit reference agency;
- 17.4. listing your details with any credit reference agency should you default on your repayment obligations to Tenacity;
- 17.5. carrying out identity and fraud prevention checks and sharing information relating to your credit application with other credit grantors;
- 17.6. providing details to other credit grantors of any conduct on your account that gives us reasonable cause to suspect that the accounts are being used for improper purposes.
18. Ending this agreement – by you (section 122 of the NCA)
- You may, at any time, end this agreement and pay the settlement amount to us. You must advise us in writing if you want to close and settle your account. You must destroy (by cutting through the magnetic stripe and account number) and return the card(s) to us with your letter. A card that is not destroyed correctly may still be used and should this happen you will be responsible for the payment of all transactions that may take place.
19. Ending this agreement – by Tenacity (section 123 of the NCA)
- 19.1. If you are in default of this agreement, we may take the steps set out in the NCA (which concerns debt enforcement by repossession or judgement) to enforce and terminate this agreement.
- 19.2. In addition we may –
- 19.2.1. suspend your credit facility;
- 19.2.2. close the credit facility granted to you by giving written notice to you at least ten business days before the credit facility will be closed;
- 19.2.3. revoke or suspend your card or close the account to protect our interests.
- 19.3. At our request you must immediately pay to us the total balance outstanding on the account, including accrued interest and outstanding service fees, if we revoke your card or close the account.
- 19.4. Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before it ended.
- 19.5. Notwithstanding any suspension, cancellation and/or termination, this agreement shall remain in effect to the extent necessary until you have paid all amounts outstanding to us.
- 19.6. We may not close or terminate your credit facility solely on the grounds that –
- 19.6.1. we have declined your request to increase the credit limit;
- 19.6.2. you have declined an offer from us to increase the credit limit;
- 19.6.3. you have requested a reduction in your credit limit, unless such a reduction reduces the credit limit to a level at which we would not ordinarily offer or establish credit.
20. Consequences of termination
- The unilateral termination of this agreement by us does not suspend or terminate any residual obligations we may have to you under this agreement.
21. Early settlement (section 125 of the NCA)
- 21.1. You are entitled to settle the account by requesting us to close your account and cancel your card at any time with or without advance notice to us.
- 21.2. The amount required to settle the account would be the unpaid balance of the principal debt owing to us at that time together with the unpaid interest and all other service fees and charges payable by you to us up to the settlement date.
22. Amendments to terms and conditions
- Other than specifically reserved in terms of these terms and conditions, Tenacity may generally introduce amendments to these terms and conditions subject to the NCA of which you will be notified in writing. Any such amendments will be effective twenty-one days after we have sent the proposed amendments to you. If you are dissatisfied with the amendments you may invoke the provisions of 18 above.
23. Addresses for notices
- 23.1. The physical address you provide when applying for the credit facility will be regarded as your chosen address where notices may be given and documents in legal proceedings may be served. You must notify us in writing immediately if your chosen address changes. Such notification should be mailed to P O Box 6400, Parow East 7501 or e-mailed to ackermans@tenacityinc.co.za.
- 23.2. You should send any legal notice to us at our chosen address provided above.
24. General
- 24.1. South African law governs these terms and conditions.
- 24.2. Any indulgence or concession we may give you will not affect any of our rights against you.
- 24.3. We monitor and record all our telephone calls and other interactions with you.
- 24.4. We may cede, assign or transfer our rights and 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.
- 24.5. You have the right to resolve a complaint by way of alternative dispute resolution as provided for in the NCA.
- 24.6. 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 0860 627627.
- 24.7. You must immediately tell us if you are under an administration order, become insolvent, or have any other form of legal disability.
- 24.8. You can file any credit related complaints with the National Credit Regulator at 0860 627627 or make an application to the National Credit Tribunal.