

Client Number: _____
(Office use only)

RISK ASSESSMENT SERVICES

2002/026559/23

Client Application Form

Client Registered Name _____

Trading Name _____

Business Registration Number _____

VAT Registration Number _____

ID Number _____

Physical Address _____

(Code is compulsory)

Postal Address _____

(Code is compulsory)

Contact Person _____

Telephone Number _____

Fax Number _____

Email (Ensure correctness and validity) _____

Cell number _____

Nature of Business _____

Trade Code (Office Use Only) _____

Banking Details:

(Only if NO blank cheque attached) Bank and Branch Name _____ (E.g.: FNB Maitland St.)

Account Name _____

Type _____ (Current, Savings, etc.)

Account Number _____

Branch Code _____

I/We hereby authorise Risk Assessment Services to do a credit check on behalf of my/our customer/s or tenants and to debit my/our account with the amount as stipulated in the terms and conditions with the 'Pay As You Use' Billing option. I also understand that my customer has to complete and sign the "Consent Form " as prescribed by legislation and that is to be filed for future reference and auditing purposes.

PAYU Method of Payment: **Strictly Debit order** (PRG & GC fees are payable monthly in advance)

Services required : **Rental Guarantee Only** _____
(Once-off R798-00 including VAT)

Premium Package _____ (Includes PRG, BA, CAG, GC)
(Annual Renewable Subscription Fee of R1 368-00 including VAT)

Authorised Signature: _____

Name : _____

Designation: _____

Date : _____

*** (PRG-Property Rental Guarantee; BA-Bureau Access; CAG-Cheque Assessed Guarantee; GC-Guaranteed Credit)

R A S - BUREAU ACCESS TERMS AND CONDITIONS

1. Definitions

- 1.1 In this agreement, the following words and phrases: "RAS", shall mean Risk Assessment Services – Registration number 2002/026559/23.
- 1.2 "Merchant" shall mean "the natural or legal person which has entered into this agreement with RAS.
- 1.3 "Instructions" shall refer to communications initiated by the merchant to RAS by means of a telephone, e-mail, fax or internet.

2. Preamble

- 2.1 Merchant wishes to become a supplier of the services and products procured from RAS and as such, the parties accordingly wish to record the basis of their agreement and their respective rights and obligations.
- 2.2 Merchant understands that, under no circumstances, can RAS be held liable for slow or non communication due to outdated computer soft-and hardware as well as internet connectivity failure. It is the Merchant's responsibility to ensure that the aforementioned required infrastructure is implemented and maintained at his/her own expense.

3. No partnership

- 3.1 RAS and the merchant are independent business entities and nothing contained herein shall be interpreted in such a way that RAS and the merchant are partners, joint undertakers or shareholders.

4. Pricing, invoices and payments

- 4.1 The merchant agrees to pay a compulsory once-off activation fee of R700 (excl. VAT) to RAS for Credit Bureau Access only if so opted. If the merchant opted for RAS' Premium Package, aforementioned agrees to pay an annual renewable subscription of R1200 (excl. VAT) before RAS renders any of its services. Further to this, the merchant agrees to pay for all consumer and commercial reports requested via RAS' platform as per pricing schedule published on RAS' website (www.raservices.co.za). Prices may be amended from time to time on said website and it is the merchant's responsibility to be aware of such amendments. Debtor's accounts handed over to RAS for collection by the merchant or his/her agents will be handed to RAS' contracted lawyers for legal action and the charges will be 30% on any monies recovered. Upfront legal fees, if necessary, may be charged prior to commencement in certain cases. Should a 'handover' be withdrawn by RAS or the merchant, for whatever reason, the merchant will remain responsible for any costs incurred by RAS or its lawyers.
- 4.2 Merchants are to ensure that all payments due to RAS, as set out in this agreement, are to be settled by the merchant monthly per invoice, no later than the 7th of each month.
- 4.3 The merchant shall remain obligated to fulfill all the conditions herein, irrespective of whether an invoice has been supplied by RAS or not, for whatever reason.
- 4.4 Payment shall be made by means either of a debit order, internet transfer (EFT) or direct cash or cheque deposit as stipulated on the application form. In the case of the Premium Package option, a debit order will be compulsory.
- 4.5 Should the merchant's account fall in arrears for whatever reason, RAS shall be entitled, without notice, to suspend all its services to the merchant and retain all other credits due to the merchant as well as report such a merchant to a credit bureau if no amicable solution is found. Should the merchant wish to have the said service reinstated once all arrears, administrative costs and arrears interest is settled, a 're-activation fee' of R700(excluding VAT) shall be paid prior to 're-activation' of said services.
- 4.6 The merchant shall not withhold any payment due to RAS for any reason whatsoever.
- 4.7 All payments by the merchant shall include Value Added Tax.
- 4.8 RAS shall be entitled to charge the merchant any cash handling, banking or administration fees that are incurred by RAS.

5. Transmission and information indemnity

- 5.1 The merchant acknowledges that submitted instructions are subject to delays or discrepancies. The merchant thus indemnifies and holds RAS harmless against any claim arising from unattended instructions due to transmission failure for whatever reason.
- 5.2 The merchant understands that the consumer information provided by RAS, which only offers an access platform to consumer information, is supplied by a National Credit Bureau and RAS can therefore not be held liable for inaccurate, outdated or incomplete data for whatever reason. The merchant also understands that the consumer information supplied by RAS has limitations as agreed with its suppliers and the information format, together with its contents, as provided by RAS, is solely to be utilized as an additional risk assessment mechanism by the merchant. Furthermore, the merchant understands that RAS can not be held liable for whatever reason where he/she may suffer financial loss due to customers defaulting and where RAS' services were utilized to initially assess any potential risk.

6. Undertaking by the merchant

- 6.1 The merchant undertakes: not to do anything that damages the good name and reputation of RAS and to protect and enhance the good name and reputation of RAS.
- 6.2 The merchant shall bear the onus of proof regarding the correctness of details or information pertaining to any transaction concluded with RAS.
- 6.3 The provision of this agreement shall be binding upon the parties, executors, trustees, curators, heirs and other successors in title.
- 6.4 The merchant agrees that any customer information that is supplied by RAS shall be the sole and exclusive property of RAS and may not be disclosed or sold to the customers of the merchant or any other third party.
- 6.5 The merchant confirms, having agreed on behalf of itself and its directors, shareholders, members, and associates that RAS is entitled, at any time, to communicate with any credit bureau regarding information relating to their own payment behavior, credit worthiness, or defaults and that such information may be disclosed to RAS.
- 6.6 The merchant undertakes to comply with all regulations as stipulated in the National Credit Act No 34 of 2005 as amended and/or any other applicable South African legislation.
- 6.7 To be aware of all amendments, updates or changes, as they may occur from time to time, on these terms and conditions by perusing it on RAS' website (www.raservices.co.za) and that such amendments automatically will apply to the merchant.
- 6.8 The merchant may cancel this agreement by giving RAS 14 (fourteen) day's written notice.

Risk Assessment Services Banking Details:

Account Name: Risk Assessment Services
Bank: Nedbank Mimoso, Bloemfontein
Cheque Account No.: 1171110987
Branch Code: 11 71 34

I/we fully understand and accept the terms and conditions as set out above.

Sign: _____ Date: _____

Name: _____

