



TO BE COMPLETED BY COMPANY AND CO-PRINCIPAL DEBTORS (No deletions to the terms and conditions will be accepted.)

2. We, each of the signatories hereunder, hereby accept joint and several liability as co-principal debtors with the Company for the due payment of all charges incurred on any Diners Club Travel Lodged Account(s) established pursuant to this Application. We individually and personally warrant that we are duly and fully authorised to sign this Application and that the Company and ourselves are in consequence bound by our signatures hereto.

D D M M C C Y Y

_____	_____	_____
Co-principal Debtor	Designation	Signature
_____	_____	_____
Co-principal Debtor	Designation	Signature

### PHASE II and PHASE III FLIGHT/TRAVEL INSURANCE ENROLMENT FORM

We, the Company, hereby elect to take the Diners Club optional cover:

Phase II required Yes  No  Phase III required Yes  No

We agree to pay for this insurance when it is charged to our Diners Club Travel Lodged Account Card, for each ticket relative to a scheduled airline trip.

Any person who is entitled to make use of this facility, is insured. If any charge is billed to the company for uninsured persons, cargo, excess baggage or cancelled trips, we understand that we must contact Diners Club to gain a refund.

We understand further that the coverage afforded by this Phase II plan is subject to the maximum accumulation limits of the Master Policy - i.e. R15 000 000 (fifteen million Rand) per journey.

We are aware that this insurance policy may be viewed at Diners Club offices.

Claims payable under the Accidental Death and Disablement section of this policy will be paid directly to the estate.

D D M M C C Y Y

Authorised Signatory \_\_\_\_\_ Authorised Signatory \_\_\_\_\_

FOR OFFICE USE

Accepted by Diners Club

Declined by Diners Club

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Signature: \_\_\_\_\_

A  D D M M C C Y Y

D  D D M M C C Y Y

Introduced by code:

Card No.  3 6

## TERMS AND CONDITIONS FOR TRAVEL LODGED ACCOUNT CARDS

- 1 Diners Club Travel Lodged Account Cards facilities are granted and Diners Club Travel Lodged Account Cards are issued to the Accountholder's nominated Cardholder(s), subject in each case to the terms and conditions recorded herein.
- 2 **DEFINITIONS**

In these terms and conditions :

  - 2.1 DINERS CLUB and WE means Diners Club (SA)(Pty) Limited or any duly authorised agent;
  - 2.2 CARD means all the relevant Diners Club Travel Lodged Account Card(s) issued to the Accountholder's nominated Cardholder(s) pursuant to this Application;
  - 2.3 CARDHOLDER means the nominated holder(s) and/or authorised signatory(ies) of the Card(s) and/or user(s) of any account, Card number or facility issued by Diners Club pursuant to this Application and may include the Travel Agent and any employee, agent or representative of the Travel Agent;
  - 2.4 ACCOUNTHOLDER means the Applicant in these terms and conditions and will interchangeably be referred to as YOU, YOUR, and/or the company;
  - 2.5 TRAVEL AGENT means any and all travel agents nominated by the Accountholder, to hold and use any or all the Cards issued pursuant to this Application and whether or not named in this Application;
  - 2.6 CARD TRANSACTION means any transaction with or without any Card or Card number for the purchase or acquisition of air travel tickets or other travel related goods or services or any other transactions by means of any electronic device;
  - 2.7 MERCHANT means the supplier of air travel tickets or other travel related goods or services purchased or required by You or the Cardholders in any Card Transaction;
  - 2.8 OVERDUE AMOUNTS means that portion of any amount payable on a Diners Club monthly Invoice (being the Invoice sent out in terms of Clause 6 hereunder) which is not paid prior to the payment date thereof;
  - 2.9 APPLICATION means the Application Form completed and signed on Your behalf and which You submit to Diners Club for consideration, including these terms and conditions, and shall also include any further Application Forms completed, signed and submitted by the Accountholder for any nominated Cardholders;
  - 2.10 AGREEMENT means this Agreement concluded between Diners Club and You after Diners Club accepts this Application subject to these terms and conditions.
- 3 **OBLIGATIONS OF THE ACCOUNTHOLDER AND SIGNATORIES**
  - 3.1 You, the Accountholder, agree and undertake that all Your nominated Cardholders shall comply with these terms and conditions and You shall not be entitled to deny or dispute either the authority of the Signatories to this Agreement or the authority or actions of any Cardholder or Travel Agent or to avoid liability arising from this Agreement and the Card Transactions.
  - 3.2 Any Card Transaction by any Cardholder or Travel Agent using the Card(s) or Your Diners Club account number(s) shall be deemed to have been authorised by You whether or not the Cardholder or Travel Agent has been nominated in terms of this Application or otherwise.
  - 3.3 Insofar as any signatories ("the Signatories") to the Application or Agreement have accepted or are held to be jointly and severally liable with the Accountholder to Diners Club for any indebtedness of the Accountholder arising out of this Application and either as co-principal debtors or otherwise, then such Signatories shall be bound by these terms and conditions, mutatis mutandis (that is by every term relevant to their liability).
- 4 **THE CARD**
  - 4.1 The Cardholder(s) must sign the Cards, immediately upon receipt in the space provided thereon with a ball point pen.
  - 4.2 The Card is issued and may then be lodged with the Cardholder or Travel Agent for use by the Cardholder or any employee, agent or representative of the Travel Agent.
  - 4.3 The Card may be kept by the Cardholder or Travel Agent and You hereby accept responsibility for the Card and Card number and its safekeeping and use, whether authorised or not, while with Your nominated Cardholder or Travel Agent.
  - 4.4 If You or any of the Cardholders do not want the Card, then it must be destroyed immediately without being used and You must also notify Diners Club in writing thereof.
  - 4.5 If the Cardholder or the Travel Agent keeps the Card and/or uses the Card or Card number, then You undertake to be, and will be, bound by all the terms and conditions set out herein.
  - 4.6 A Card is not transferable, is only valid for the period specified thereon and remains the property of Diners Club. Diners Club shall be entitled at any time, in its sole discretion, to recover the Card, terminate this Agreement, increase or reduce the credit limit or decline to authorise any Card Transaction.
  - 4.7 The Card may, at the discretion of Diners Club, be renewed by sending You, or the Cardholder or the Travel Agent, a renewal Card prior to the expiry of the existing Card and this may be sent to You, the Cardholder or the Travel Agent at Your address on this Agreement or to Your last notified address on record or to the Cardholder's or Travel Agent's address. Renewal or, where applicable, replacement Cards are issued subject to these terms and conditions.
  - 4.8 You must notify Diners Club in Johannesburg immediately if any Card is lost or stolen. Oral notification must be confirmed in writing within 24 (TWENTY-FOUR) hours. You will be liable for all Card Transactions before We have had reasonable time after receipt of Your written notification to stop the Card or Card number.
- 5 **USE OF CARD**
  - 5.1 You, the Accountholder, the Cardholders and the Travel Agent, must take proper care of all Cards and Card numbers.
  - 5.2 Your liability to pay Diners Club shall be deemed to have arisen whenever any Cards or Card numbers are used for any Card Transaction or other purpose in terms of this agreement.
  - 5.3 You hereby authorise Diners Club (which authorisation may not be cancelled) to pay any airline or Merchant for any Card Transaction and to debit the amount concerned to Your Card account.
  - 5.4 Diners Club will not in any way be liable to the Accountholder or the Cardholder if any Merchant does not accept any Card or if We refuse to authorise any Card Transaction.
  - 5.5 You will not be entitled to withhold any payment to Diners Club if there are any claims or disputes between You, the Cardholder, the Travel Agent and any Merchant as to the nature, quality or quantity of any airline tickets or other services which You obtained or should have obtained. You hereby agree that no Merchant or Travel Agent is our agent.
  - 5.6 Your Card account will not be credited with any refunds unless and until the Merchant or the airline credits or pays Diners Club such amount and then only in the amount so credited or paid.
  - 5.7 No-one shall have the right to stop any payment We are making or which We are about to make as a result of any Card Transaction. You are not entitled to reverse a payment which has already been made by us.
  - 5.8 You, the Cardholders and the Travel Agent must be fully familiar and comply with all the applicable Exchange Control Regulations for any Card Transactions. Card Transactions made in foreign currencies will be shown on Your Invoices in South African Rands calculated at the prevailing rates at the time when such charges are received by Diners Club plus a 1% (ONE PERCENT) handling charge.
  - 5.9 A Card shall not be used for Card Transactions on any extended payment basis or at Your or any Cardholder's own Travel Agent or Merchant, without the prior written consent of Diners Club.
  - 5.10 Nothing in these terms and conditions shall constitute authority to You or a Cardholder to use the Card for any gambling transaction.
- 6 **MONTHLY INVOICES AND PAYMENT**
  - 6.1 We shall send You a combined Invoice each month to Your postal address chosen in accordance with Clause 13 hereof or to Your last notified postal address. The Invoices will set out each entry for all the Cards issued in terms of this Agreement as well as the total debit or credit balances, as the case may be, on Your Card Account ("Card Account") as at the date appearing on the Invoice ("Invoice Date"). Such Invoices shall be deemed to have been presented to You on the Invoice Date.
  - 6.2 All debit balances on Invoices are payable in full on presentation of the Invoices. Diners Club may, in its sole and absolute discretion, grant a bridging finance plan to You or allow You a period of 30 (THIRTY) days from the Invoice Date to make payment in which event the minimum payment will appear on the Invoice.
  - 6.3 Any amount due appearing on any Invoice which You do not pay on the due date shall become an Overdue Amount. You will be liable for interest in accordance with Clause 7 hereunder on such Overdue Amounts. You may not attach any conditions whatsoever to any payment made to Diners Club.
  - 6.4 If You have any doubt about whether Your Invoice is correct You must inform us in writing before the due date for payment. If You do not do this, then You will not have any claim against us for any errors or omissions and You will be deemed to have agreed to the Card Transactions recorded in the Invoice.
  - 6.5 Failure to receive a monthly Invoice will not entitle You to refuse or fail to pay any amount which is due to us.
  - 6.6 If any negotiable instrument is deposited for the credit of Your Card Account, the amount thereof will be available as cash only when the negotiable instrument has been honoured and paid to and received by Diners Club. Your Card Account will be debited if payment on any negotiable instrument is not received by us.
  - 6.7 All payments made by You or on Your behalf pursuant to this Agreement shall be deemed to have been made and received at Diners Club in Johannesburg and shall firstly be allocated to levies, fees, legal costs, interest and finance charges and finally the principal debt.
- 7 **INTEREST AND OTHER CHARGES**
  - 7.1 You must pay interest to us on all Overdue Amounts, calculated at the maximum permissible interest rate allowed in terms of the Usury Act 1968 as amended from time to time ("the Act") and calculated from the date of each Card Transaction as recorded on each Invoice to the date of payment.
  - 7.2 Budget Plan and Bridging Finance Accounts shall bear interest at Diners Club's usual rate determined within its sole discretion. Should no such rate be agreed or determined, then interest will be charged at the same rate as recorded in Clause 7.1 above.
  - 7.3 Diners Club shall also be entitled to charge interest at the maximum permissible interest rate allowed in terms of the Act from time to time on all cash withdrawals, payments for traveller's cheques and casino charges debited to Your Card Account from the date of the Card Transaction until the date of payment.
  - 7.4 We can debit Your Card Account with all applicable government levies and our current service and other charges payable in connection with the use of the Card from time to time.
  - 7.5 If We give You a provisional credit for any disputed Card Transaction while We investigate such Card Transaction but thereafter We reverse such credit, You will be liable for interest from the date of the Card Transaction concerned.
  - 7.6 You will be liable for all legal costs incurred by us in exercising any of our rights in terms of this Agreement on the scale as between Attorney and own client, including all tracing fees and collection charges.
- 8 **DOCUMENTARY EVIDENCE OF INDEBTEDNESS**
  - 8.1 If any of the Diners Club managers, whose status or appointment need not be proved, signs a Certificate stating that You and/or the Signatories are indebted to Diners Club for a particular amount and that such particular amount is due and payable, this will be prima facie (in other words sufficient) proof that the contents of the Certificate are correct. This Certificate may be used for any purpose, which includes, but is not limited to, obtaining a Judgment or any other Court Order or relief against You or, where appropriate, any Signatory.
- 8.2 Whenever We take any legal steps against You and/or the Signatories, You both undertake to admit as evidence Microfilm and/or compact disc and/or electronically stored copies of any relevant records and/or electronic data messages which You and/or the Signatories agree will constitute prima facie (in other words sufficient) proof that You are indebted to us and the amount of such indebtedness. These provisions will also apply to any voucher, computerised monthly Invoices, airline tickets or any other relevant documents, including computer printouts and substitute documents. You agree that the onus will rest upon You to prove that any document or copy or computer printout or Microfilm copy or data message is not a true copy of the original or is not what it purports to be.
- 9 **CONFIDENTIAL INFORMATION**
  - 9.1 You, the Accountholder, authorise us to check and confirm any information on Your Application including the information of any prospective Cardholder or Travel Agent and to make any enquiries We think are necessary.
  - 9.2 You authorise us to give any confidential information about any Application, Card Account or other facility You have with us to any person, including any credit bureau, in accordance with the code of good banking practice. Unless You indicate in writing Your refusal, You will be deemed to have given us such authorisation.
- 10 **JURISDICTION**

You hereby consent in writing to the jurisdiction of the Magistrate's Court in any legal proceedings arising out of this Agreement, notwithstanding that the amount claimed by Diners Club might otherwise exceed the jurisdiction of the Magistrate's Court. Diners Club may, at any time however, in its sole discretion, elect to institute any proceedings against You out of any other competent Court having jurisdiction.
- 11 **USURY ACT 1968 ("the ACT")**
  - 11.1 It is recorded that, for the purpose of Section 3 of the Act, the following information is not known or cannot be determined beforehand, namely the cash amount You, the Accountholder, the Cardholder, the Travel Agent or anyone on your behalf actually receives and the nature or amount of any other charges and the amount of the principal debt and the amount of the finance charges which are expressed as an annual finance charge rate or other charges in Rands and cents and the amount of each payment and the date on which each payment must be made.
  - 11.2 These finance charges may include interest, additional finance charges mentioned in the Act or any fee that must be paid in the case of a money lending transaction, as mentioned in the Act but always on the condition that the total amount of finance charges We receive which You owe to us does not exceed the maximum annual finance charge or interest rate permitted in the Act, except where this is allowed by law.
- 12 **AMENDMENT OF TERMS AND CONDITIONS**
  - 12.1 We alone may decide to change or replace all or any of these terms and conditions at any time by sending You a written notice thereof and/or by sending You a copy of the latest terms and conditions. You, the Accountholder and the Signatories, accept that You are deemed to have received the notice and/or a copy of the changed or new terms and conditions of use within 7 (SEVEN) days after We have posted it to You at Your address on the Application or to Your last notified address.
  - 12.2 If We change or replace the terms and conditions, this will not mean that the change or replacement is a novation of this Agreement or of any of Your existing obligations to us. In the event of any dispute, the terms and conditions of this Application shall prevail.
- 13 **NOTICES AND DOMICILIUM**
  - 13.1 The physical address given by or on behalf of the Accountholder on the Application Form will always be the address You have chosen where Summonses, legal documents and notices may be served on You ("domicilium"). The postal address given by You on the Application Form is the address to which We will send all other notices, correspondence, Card account monthly Statements and documents addressed to You.
  - 13.2 You may change Your postal address to any other postal address or Your domicilium to any other physical address in the Republic of South Africa if You send us a written notice thereof and We have acknowledged receipt thereof in writing.
  - 13.3 If We send any notice to You at the last domicilium You have chosen or to Your last postal address, You acknowledge that You are deemed to have received the notice on the seventh day after We have posted it to You.
- 14 **DISCLAIMER**

Diners Club shall not be responsible for any failure, malfunction or delay of any mechanical or electronic devices or Electronic Data Capture Terminals ("EDC") or ATM or Website or Diners Club's supporting or shared networks, nor shall Diners Club be liable to compensate You, any Cardholder or anyone else for any damages, whether consequential or otherwise, losses or expenses which You or any Cardholder may suffer as a result thereof. The use of any electronic means of communication is entirely at Your own risk.
- 15 **TERMINATION**
  - 15.1 We can revoke any Card or terminate this Agreement at any time without notice and at our sole discretion.
  - 15.2 All Cards must be immediately returned to Diners Club should any Card be revoked or this Agreement terminated for any reason whatsoever.
  - 15.3 All amounts which You owe us will also immediately become due and payable on the revocation of Your Card Account or the termination of this Agreement and/or if You breach any of these terms and conditions and/or the Accountholder is provisionally or finally placed under winding-up or judicial management and/or You enter into any compromise with any of Your creditors whether or not sanctioned by any Court.
  - 15.4 You hereby agree that We may inform any Merchant, airline or other person that We have closed Your Card Account and/or have cancelled Your credit facility and You will not have any claim against us because We have given this information.
  - 15.5 If You want to terminate Your right to use the Card, You must cut up all Cards issued pursuant to this Application and Agreement and return them to us, together with a written notice that You want to terminate Your rights. The Cards will then become invalid on the day We receive Your notice and all the Cards at our Head Office in Johannesburg.
  - 15.6 Even if Your Card is revoked or Your Card Account terminated, You will remain liable to us for all Card Transactions incurred before or after termination.
- 16 **INSURANCE**

It is agreed that Diners Club is not an agent of any Insurance Broker or Insurance Company. It is also agreed that the onus of acquainting Yourself with any Insurance of any eventuality howsoever caused is on You and Your Cardholders and you hereby indemnify and hold Diners Club harmless against all and any claims that may be made relating to such Insurance.
- 17 **LOST CARD PROTECTION (OPTIONAL)**
  - 17.1 Lost Card Protection ("LCP") is included in the annual subscription fees.
  - 17.2 There shall be no LCP for any Card Transactions if any Card is lost or stolen as a result of Your or any Cardholder's negligence.
  - 17.3 The LCP granted to You in terms of the Agreement shall be limited to a maximum sum of R10 000.00 (TEN THOUSAND RAND) for each Card lost or stolen and in respect of which such protection has been approved. The LCP shall cover only those Card Transactions which took place after the loss or theft of such Card and during the 48 (FORTY-EIGHT) hour period immediately preceding Diners Club's receipt of Your written notice of such loss or theft, and then only by us crediting Your Diners Club account with the amount of the Card Transactions for which the LCP has been approved.
- 18 **FREQUENT FLYER PROGRAMMES (OPTIONAL)**
  - 18.1 You must indicate on the Application, or on a separate written application, whether You want to earn Frequent Flyer Miles ("Miles") on the Card Transactions and Your chosen Frequent Flyer Programme ("Programme").
  - 18.2 Only the individual Cardholders and not the Accountholder can earn Miles or bonuses on the Card Transactions and then only from the date when Diners Club receives such SAA Voyager card and/or British Airways Executive Club card numbers and registers the Cardholders concerned with their chosen Programme/s. Cash advances, casino charges, traveller's cheques and insurance premiums will not earn Miles.
  - 18.3 Programmes are owned and managed by the Airlines concerned. Diners Club shall not be liable to You or the Cardholders for the termination or suspension of a Programme by the airline concerned, or any amendment by the airline to its terms and conditions. You and the Cardholders hereby authorise Diners Club to reclaim any Miles or bonuses or the monetary equivalent from any airline in respect of any charges for which You have not paid Diners Club.
- 19 **GENERAL**
  - 19.1 If We allow You any latitude, indulgence or extension of time, this is not and must not be understood as a novation or waiver of our rights in respect of this Application and Agreement.
  - 19.2 Where We use the singular form in these terms and conditions, it will include the plural form, and the plural form will also include the singular form.
  - 19.3 Where We refer to any Card, Cardholder, Travel Agent or Card Transaction in these terms and conditions, it is agreed that You have authorised and approved the use or authority thereof and You, the Accountholder, shall not be entitled to deny such authority or any liability arising therefrom.
  - 19.4 The headings in these terms and conditions are used only for convenience sake and will not have an effect on the interpretation thereof.
  - 19.5 You hereby agree that Your Application read together with these terms and conditions is received, processed and accepted by us in Johannesburg. Notice of such acceptance need not be conveyed to You. Application for membership by You will be considered by the Diners Club Membership Committee whose decision will be final.
  - 19.6 You acknowledge and agree that any breach of this Application or Agreement will be deemed to have taken place in Johannesburg.

## CONTACT DETAILS

Member Service Centre  
0860-DINERS (346377) or  
Fax: 011 482 6993  
e-mail: [custserv@dinersclub.co.za](mailto:custserv@dinersclub.co.za)

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Visit us at [www.dinersclub.co.za](http://www.dinersclub.co.za)

Diners Club (S.A.) (PTY) Limited t/a  
Diners Club International  
Reg No. 1956/000068/07