

Complete this application in full using block letters and black ink only. This is a legal document and all alterations must be signed in full and correction fluid may not be used. Ensure that all necessary documentation accompanies the application. Incomplete forms will delay the application process.

Return to: Diners Club S.A. (Pty) Ltd. Private Bag X67, Auckland Park, 2006. Fax number 0861 11 5092.

**A. CARD HOLDER DETAILS**

Surname:	<input type="text"/>	Title:	<input type="text"/>
First names:	<input type="text"/>		
Residential address:	<input type="text"/>		
Postal address:	<input type="text"/>		Postal code:
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		Postal code:
	<input type="text"/>		<input type="text"/>
Work telephone number:	<input type="text"/>	Home telephone number:	<input type="text"/>
Cell phone number:	<input type="text"/>		
Date of birth:	Y Y Y Y M M D D	Identity number:	<input type="text"/>
Department:	<input type="text"/>		
Region:	<input type="text"/>		
Employee number:	<input type="text"/>		
Do you consent to receiving your Invoice electronically?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
E-mail address:	<input type="text"/>		

Upon the approval of this application by Diners Club, you hereby authorise Diners Club to send your monthly Invoices, and any other communications (excluding legal notices), by e-mail to your e-mail address as provided above. You accept that Diners Club cannot warrant that the integrity and confidentiality of these Invoices and communications will be maintained or that they will be free of viruses, interception or interference. The dispatch by Diners Club to you of the Invoices shall constitute presentation thereof on the Invoice Date.

\_\_\_\_\_  
Signature of Card Holder

Date:



## B. DINERS CLUB FREQUENT FLYER PROGRAMMES

Would you like your Card linked to either one of the below Frequent Flyer programmes (if yes, choose one):

South African Airways Voyager

You hereby apply to link your Card to the South African Airways Voyager programme, subject to their terms and conditions available to you on the South African Airways website, which you have read and accepted and agreed to be binding on you.

British Airways Executive Club

You hereby apply to link your Card to the British Airways Executive Club programme subject to their terms and conditions available to you on the British Airways website, which you have read and accepted and agreed to be binding on you.

\_\_\_\_\_  
Signature of Card Holder

\_\_\_\_\_  
Signature of Card Holder

If you are already a member of the selected Frequent Flyer Programme, please fill in your membership number below.

If you are not already a member you will need to apply for a number directly with the selected Frequent Flyer Programme and you will be required to advise us of the number once it has been issued in order for us to link it to your Card.

South African Airways Voyager number:

British Airways Executive Club number:

## E. ADDITIONAL FLIGHT/TRAVEL INSURANCE OPTION

Please note that a standard Phase I card (automatic travel insurance) will be issued. By choosing the following option, you elect to have an additional Phase II Card (automatic top-up travel insurance) issued.

Phase II required: (Tick where applicable)

You agree to pay for this insurance when it is charged to the Card Account(s), for each public conveyance ticket purchased.

You are aware that this insurance policy may be viewed at Diners Club's offices or online at [www.dinersclub.co.za](http://www.dinersclub.co.za) (For fees refer to [www.dinersclub.co.za](http://www.dinersclub.co.za))

Yes  No

Yes  No

Yes  No

\_\_\_\_\_  
Authorised signatory

Date:

## D. CONSENT

Please tick 'Yes' or 'No'

You the Card Holder consent to:

- Diners Club marketing its products, services and special offers to you.
- Diners Club communicating other companies' products, services and special offers to you. If you respond positively to such communication, you may be contacted by that company.
- Diners Club sharing your Personal Information within the Group for marketing purposes and the Group then marketing its products, services and special offers to you.
- Diners Club contacting you for research purposes. (The research companies we use follow strict codes of conduct and treat customer information confidentially)

Yes  No

Yes  No

Yes  No

Yes  No

## E. WARRANTY

By your signature herein, you warrant to Diners Club on the date of signature hereof and for the duration of this Agreement that, where applicable,

- you have the capacity to carry out your obligations in terms of this Agreement;
- you have disclosed any requirements in your Constitutive Documents which amend any alterable provisions of the Companies Act and you have taken all steps, fulfilled all formalities and obtained all approvals required by your Constitutive Documents, the Companies Act, as well as all other legislation and regulations applicable to this Agreement and your business activities;
- the terms of this Agreement do not conflict with and are not in breach of the terms of any other agreement, undertaking or act that is binding on you;
- all information that you provided to Diners Club in connection with this Agreement is true, complete, current and accurate; and
- you are not in default in respect of any of your material obligations in connection with this Agreement and no default has occurred.

## F. INDEMNITY

To the maximum extent permitted by law, you hereby indemnify Diners Club (holds us harmless) against any loss or damage suffered by Diners Club as a result of Diners Club's reliance on any warranty, confirmation, representation or information given by you in relation to this Agreement.

## G. CONFIRMATION BY THE CARD HOLDER

You, the Card Holder hereby irrevocably confirm that, where applicable:

- this Agreement has been fully explained to you and that you understand your rights and obligations, and the risks and costs of the Diners Club Corporate Card Account;
- you have been informed that you can refer any further questions that you may have to Diners Club;
- you are aware of the importance of all the wording printed in bold;
- you acknowledge that you have been free to secure independent advice in respect of the contents of this Agreement;
- you acknowledge that you have been given copies of this Agreement;
- you have answered all requests for information made by Diners Club leading up to the conclusion of this Agreement;
- you have not been required or induced to enter into any supplementary agreements or documents;
- Diners Club has not made an offer to you which would automatically have resulted in an agreement had you not declined the offer;
- Diners Club has not induced, harassed or forced you to enter into this Agreement;
- you have the necessary legal capacity to enter into this Agreement;
- you understand your rights and obligations and the risks of the Card Account;
- this Agreement was completed in full at the time when it was signed .

## H. CARD HOLDER'S APPLICATION FOR A CARD ACCOUNT

You, the Card Holder, hereby apply for the establishment of a Card Account, which application is subject to the terms and conditions printed on the overleaf.

You, by your signature herein, acknowledge that you have read, understood and agree that the terms and conditions appearing on the reverse hereof shall be binding on you.

\_\_\_\_\_  
Signature of Card Holder:

Date: 

Y	Y	Y	Y	M	M	D	D
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# H. LIABILITY ELECTION AND APPROVAL BY THE PRIMARY ACCOUNT HOLDER

The Primary Account Holder, in accordance with the terms and conditions appearing on the reverse of Application Form Part 1, hereby elects to be liable for the indebtedness of the Card Holder, identified in this application, in which event it accepts that the terms and conditions appearing on Application Form Part 1, will, where applicable, be binding on the Primary Account Holder. The Primary Account Holder hereby approves the issue of the Card Account applied for in this application form.

A limit of R      is to be granted to the Card Holder linked to the Diners Club Corporate Card Account granted on account number

Name of authorised signatory	Job title	Signature

Name of authorised signatory	Job title	Signature

Date:

**FOR OFFICE USE ONLY**

**A** Accepted by Diners Club (Date)          **D** Declined by Diners Club (Date)

Name	Name
Signature	Signature
Introduced by code: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Card number: <input type="text"/> <b>3</b> <input type="text"/> <b>6</b> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Diners Club is a registered credit provider (NCRCP983)  
June 2013

# DINERS CLUB CORPORATE CARD ACCOUNT CARD HOLDER TERMS AND CONDITIONS

## DINERS CLUB CORPORATE CARD ACCOUNT TERMS AND CONDITIONS APPLICABLE TO THE CARD HOLDER

### [For signature by the Card Holder ]

Diners Club Corporate Cards are issued subject to the following terms and conditions.

#### 1 DEFINITIONS

- **“Agreement”** means these terms and conditions read with the Corporate Card Account Application Form 2 or Application Form 3 and all letters and notices;
- **“Application Form 1”** means the Corporate Card Account application form for a Primary Account completed and signed by or on behalf of the Primary Account Holder and submitted to us for consideration;
- **“Application Form 2”** means the Corporate Card Account application form completed and signed by you, wherein you accept liability for the Card Account, which application form must include the Primary Account Holder’s written approval and submitted to us for consideration;
- **“Application Form 3”** means the Corporate Card Account application form completed and signed by you, wherein the Primary Account Holder accepts liability for your Card Account, which application form must include the Primary Account Holder’s written approval and submitted to us for consideration;
- **“ATM”** means an automated teller machine;
- **“Business Day(s)”** means any day(s) other than a Saturday, Sunday or a statutory holiday in the Republic of South Africa;
- **“Card(s)”** means the Diners Club Corporate card(s) which is issued to a Card Holder(s);
- **“Card Account(s)”** means the Diners Club Corporate Card account(s) which may be opened in your name, in terms of this Agreement;
- **“Card Holder(s)”, “you” or “your”** means the person(s) to whom a Card is issued by us on the Primary Account Holder’s written approval;
- **“Card Limit”** means the total maximum amount available to you at any one time, for Transactions which may upon the Primary Account Holder’s written request, be imposed on your Card Account (including any interest, fees and charges to the Card Account), and which limit may not be exceeded;
- **“Collateral”** means any security provided to us to secure the payment of your Card Account(s) in terms of this Agreement;
- **“Collection Costs”** means the amount that may be charged by us in enforcing your, or the Primary Account Holder’s, where it has accepted liability for this Card Account, monetary obligations under this Agreement, but excludes any Default Administration Charges;
- **“CPA”** means the Consumer Protection Act 68 of 2008 and all regulations promulgated in terms of this act;
- **“Default Administration Charges”** means charges which either you, or the Primary Account Holder where it has accepted liability for this Card Account, must pay if default occurs in any payment obligation under this Agreement;
- **“Diners Club”, “we”, “us” or “our”** means Diners Club S.A. (Proprietary) Limited (Registration number 1956/00068/07), and/or its successors in title or assigns;
- **“Electronic Device”** means a mechanical or automated device and its related software, that allows Transactions to take place and includes the telephone, internet, fax machine, modem and ATM;
- **“FAIS Act”** means the Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations promulgated in terms of this act;
- **“FICA”** means the Financial Intelligence Centre Act 38 of 2001 and all regulations promulgated in terms of this act;
- **“Group”** means our affiliates, associates, subsidiaries and divisions together with our holding company and the affiliates, associates, subsidiaries and divisions of our holding company;
- **“Incidental Credit Agreement”** means an agreement that comes into being 20 (twenty) Business Days after we commence charging interest on any Overdue Amounts, provided these amounts are still overdue on such day. Such agreements will be governed by the NCA;
- **“Invoice”** means a document reflecting the Transactions made on the Card Account(s) up to the Invoice Date; the Payment amount owing to us (including any interest, costs, fees and/or charges that may be levied on the Card Account(s)); and the Payment Due Date;
- **“Invoice Date”** means the date as stated on the Invoice, which is the date on which your Invoice is created and printed;
- **“Juristic Person”** does not include a private individual, and for purposes of this definition, a trust with less than 3 (three) trustees, all of whom are Natural Persons;

- **“Merchant”** means a supplier of goods and services, and includes an ATM owner;
- **“Natural Person”** means a private individual and for purposes of this definition, a trust with less than 3 (three) trustees, all of whom are private individuals;
- **“NCA”** means the National Credit Act 34 of 2005 and all regulations promulgated in terms of this act;
- **“Overdue Amount”** means an amount owing to us by you, or the Primary Account Holder where it has accepted liability for this Card Account, which is not paid on or before the Payment Due Date;
- **“Parties”** means you and us and “Party” means any one of us as the context may indicate;
- **“Payment(s)”** means payment(s) made, or to be made by you or the Primary Account Holder, where it has accepted liability for this Card Account, to us;
- **“Payment Due Date”** means the date 25 (twenty five) days from the Invoice Date on which date payment of the amounts reflected on the Invoice are due and payable to us;
- **“Personal Information”** means information relating to an identifiable Natural Person or Juristic Person, including but not limited to, information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, e-mail, postal or street address, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- **“PIN”** means a confidential personal identification number allocated to a Card and issued to you;
- **“Primary Account”** means the Diners Club Corporate Card account which, subject to our approval, may be opened by us in the name of the Primary Account Holder;
- **“Primary Account Holder” or “it(s)”** means the applicant referred to under “A” of Application Form 1;
- **“Primary Account Limit”** means the total maximum amount available to the Primary Account Holder at any one time, for all Transactions on all Card Account(s) linked to the Primary Account (including any interest, fees and charges to the Primary Account and/or the Card Account(s), and which limit may not be exceeded);
- **“Principal Debt”** means the total amount owing to us at any time in terms of this Agreement, being the amount deferred in terms of this Agreement;
- **“Process”** means any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation, erasure or destruction of information and “Processing” will have a similar meaning;
- **“Settlement Date”** means the date on which all amounts due and/or payable to us are to be paid or are paid by you, or the Primary Account Holder where it has accepted liability for this Card Account;
- **“Settlement Value”** means the total unpaid balance on the Card Account, including, if applicable, any unpaid interest and all other legally permissible costs, fees and charges due and/or payable in terms of this Agreement, up to and including the Settlement Date;
- **“Transaction(s)”** means any Card transaction(s) done on the Card Account(s), with or without a Card, with a Card number and/or PIN, to pay for any goods or services or to withdraw cash or to transact using an Electronic Device;
- **“Transaction Slip”** means any documentation evidencing a Transaction; and
- **“VAT”** means value added tax charged in terms of the Value-Added Tax Act 89 of 1991 and all regulations promulgated in terms of this act.

#### 2 INTERPRETATION

##### 2.1 We have defined some words for consistency. These words will begin with a capital letter.

- 2.2 Where any number of days is referred to in this Agreement, it will include only Business Days and will exclude the first day and include the last day.
- 2.3 If we are required to exercise our discretion in this Agreement, we will exercise such discretion in a reasonable manner.
- 2.4 The singular includes the plural and vice versa and any gender includes the other gender.
- 2.5 All headings are for convenience only and are not to be taken into account for the purposes of interpreting these terms and conditions.

- 2.6 If any provision in the definitions section is important and gives rights to or imposes obligations on a Party, then effect will be given to that provision as if it were a provision in the body of this Agreement.
- 2.7 All legislation and subordinate legislation mentioned in this Agreement includes legislation or subordinate legislation at the date of signature of this Agreement and as changed or re-enacted from time to time.
- 2.8 Important clauses which may limit our responsibility or involve some risk for you, will be in bold.
- 2.9 The use of all Cards is subject to the terms and conditions contained in this Agreement.
- 3 APPLYING FOR A CARD ACCOUNT**
- 3.1 An application for a Card Account is to be made by way of Application Form 2 or Application Form 3, which must be completed and signed by you and which must include the Primary Account Holder's written approval. The Primary Account Holder's written approval is required on all applications for the opening of all Card Accounts for Card Holders as these will be taken into consideration for purposes of the overall Primary Account Limit.
- 3.2 We will ask for certain information and may need to verify such information before we can consider your Application Form 2 or Application Form 3. You must provide us with complete and accurate information.
- 3.3 Any application for a Card Account is subject to our normal credit assessment procedures.
- 3.4 Where the Primary Account Holder has not accepted liability for your Card Account, we will amongst others, assess your creditworthiness (i.e. whether you will be able to satisfy all payment obligations in a timely manner) before approving or declining an application from you for a Card Account.
- 3.5 We will be able to commence with our services as agreed, once we have approved the Primary Account and the Card Account, and any further conditions imposed by law have been complied with, and the Card has been issued and delivered to you.
- 3.6 If we are unable to provide the services or issue the Card, we will inform you immediately and refund you and/or the Primary Account Holder, where it has accepted liability for this Card Account, any amounts paid, within 30 (thirty) days of notification.
- 3.7 **If we approve your application, you, or the Primary Account Holder where it has accepted liability for this Card Account, will be liable to us for all amounts debited to your Card Account, whether or not the Transactions were authorised by you and/or the Primary Account Holder, subject to the "Unauthorised use of the Card and PIN" clause in this Agreement.**
- 4 USE OF THE CARD**
- 4.1 Only you may use your Card.
- 4.2 Each Card has an expiry date and is valid until the last day of the month shown on the Card. A new Card will be issued unless the Card Account has been suspended or closed or the Primary Account has been suspended or closed.
- 4.3 You may use the Card to pay for goods and services at Merchants who accept the Card. The Transaction is your and/or the Primary Account Holder's authority to us to pay the Merchant and to debit the amount to the Card Account. Once the Card has been used to pay for goods and services, you and/or the Primary Account Holder will not be able to withdraw this authority, or instruct us to stop any payment that we are to make to a Merchant for any Transaction, or reverse a payment which has already been made by us.
- 4.4 The Card may not be used over an extended payment period and/or at your and/or the Primary Account Holder's, or any Card Holder's own Merchant or business, without our written consent.
- 4.5 When paying, you must sign a Transaction Slip or use your PIN, whichever is required by the Merchant. You will not have to sign a Transaction Slip when doing remote Transactions, such as ordering via mail or when using any Electronic Devices. **However, you may be asked for certain Card related information, which you provide at your own risk.**
- 4.6 The liability to pay us is effective when the Card or Card number is used for a Transaction. We do not need to provide signed Transaction Slips to prove this liability to us.
- 4.7 The Cards will have separate PINs allocated to them, which may be issued telephonically to the Card Holder, upon the Primary Account Holder providing us with a letter of authority signed by an authorised signatory.
- 4.8 A PIN allows you to use self-service banking facilities to effect Transactions such as drawing and depositing cash.
- 4.9 You can also effect certain other Transactions with a Card, such as the purchase of fuel where credit cards are accepted, foreign exchange, casino chips and travellers cheques.
- 4.10 **If you or any other person uses the PIN, we will treat the Transaction as an authorised Transaction and you, or the Primary Account Holder where it has accepted liability for this Card Account, will be liable for all and any Transactions.**
- 4.11 **Each Primary Account shall have a Primary Account Limit. Where requested, a Card Limit may be imposed on your Card Account. You, or the Primary Account Holder where it has accepted liability for this Card Account, will be liable for all amounts on your Card Account, even if the Card Limit is exceeded.**
- 4.12 The record of a Transaction on an Invoice will be sufficient proof that we have made payment to the Merchant for the Transaction.
- 4.13 In respect of cash advances made to you we may from time to time, and without prior notice, fix or vary the number, amount and intervals between such Transactions.
- 4.14 You must ensure that you: -
- 4.14.1 notify us if you intend to use the Card outside South Africa, Swaziland and Lesotho ("**Common Monetary Area**");
- 4.14.2 comply with exchange control regulations when using your Card outside the Common Monetary Area; and
- 4.14.3 use the Card for lawful Transactions only.
- 4.15 **We will not be liable to you or the Primary Account Holder, if any Merchant does not accept a Card or if we refuse to authorise any Transaction.**
- 4.16 **No refunds in respect of goods returned to a Merchant will be credited to a Card Account unless and until the Merchant credits or pays such amount to us.**
- 4.17 **If a debit Transaction is disputed by you and/or the Primary Account Holder: -**
- 4.17.1 **you, or the Primary Account Holder where it has accepted liability for this Card Account, will be liable for payment of the disputed amount on or before the Payment Due Date reflected on your/its Invoice, regardless of such dispute; and**
- 4.17.2 **if our investigation proves that a debit amount is not payable by you, or the Primary Account Holder where it has accepted liability for this Card Account, the disputed amount (and any interest and charges on the disputed amount, where applicable) will be credited back to the Card Account.**
- 5 COSTS, FEES AND CHARGES**
- 5.1 A full list of additional Transaction capabilities, together with the fees and charges applicable to the Transactions, can be requested by you or are available from any of our branches. These fees, together with any other applicable fees, are also set out each year in our pricing brochure and on our website ([www.dinersclub.co.za](http://www.dinersclub.co.za)).
- 5.2 **You, or the Primary Account Holder where it has accepted liability for this Card Account, will be charged annual Card fees for each Card which is linked to the Primary Account.**
- 5.3 **Any Transactions which are honoured by us, or interest, costs, fees and charges that are due and payable, which result in the Card Limit, where applicable, being exceeded, will be treated as a request by you and/or the Primary Account Holder, for a temporary increase of the Card Limit. You, or the Primary Account Holder where it has accepted liability for this Card Account, will be liable for payment of the full amount by which your Card Limit is exceeded, together with your/its Payment amount, both of which will be repayable on the Payment Due Date shown on your/its next Invoice.**
- 5.4 You must set daily and monthly limits for electronic banking Transactions if you have a PIN allocated to your Card. Limits for ATM withdrawals apply to the Republic of South Africa only.
- 5.5 **If the Primary Account holder has elected to receive additional benefits (for example travel insurance), your Card Account will be debited with any fees and charges that may be applicable.**
- 5.6 Unless stated otherwise, the costs, fees and charges referred to in the "Costs, fees and charges" clause are inclusive of VAT, currently 14% (fourteen percent).
- 5.7 Where there is a change in the frequency or time for payment of a fee or charge, we will give you, or the Primary Account Holder where it has accepted liability for this Card Account, written notice of at least 5 (five) Business Days, setting out the particulars of the change.
- 5.8 Should we charge a fee in respect of this Agreement which is less than any prescribed legal maximum, then we may at any time increase it by giving you, or the Primary Account Holder where it has accepted liability for this Card Account, written notice of the increase, no later than 5 (five) Business Days following the date on which the relevant fee changed, setting out the amount of the new fee.

- 5.9 If the Card is used for cross-border international Transactions, the Card Account will be debited with a currency conversion fee and you, or the Primary Account Holder where it has accepted liability for this Card Account, will be required to pay such fee.
- 6 UNAUTHORISED USE OF THE CARD AND PIN**
- 6.1 You are responsible for the safekeeping and proper use of the Card and any PIN allocated to the Card.
- 6.2 You must immediately notify us when you realise that you have lost your Card, or it has been stolen, or your PIN has become known to any other person. We will stop the Card as soon as reasonably possible after being advised to do so.
- 6.3 You may advise us verbally by contacting our office in Johannesburg at 0860-Diners (346377) or internationally at +27 (0)11 358 8400, and follow this up by sending us written notice within 48 (forty eight) hours of first contacting us.
- 6.4 **You, or the Primary Account Holder where it has accepted liability for this Card Account, will remain liable for all Transactions: -**
- 6.4.1 **before we receive the required notification, unless you are able to prove, to our satisfaction, that the Transaction was unauthorised; and/or**
- 6.4.2 **until we have had reasonable time to take the necessary action to stop the Card, after we receive the written notice referred to in clause 6.2 above; and/or**
- 6.4.3 **made with the Card before we stop the Card, if the loss or theft of the Card or the compromise of the PIN is not reported immediately, including all cash drawn and payments made with the Card before we stop the Card; and/or**
- 6.4.4 **if your signature appears on the Transaction Slip proving use of the Card; and/or**
- 6.4.5 **if we have evidence to establish that you are responsible for the particular use of the Card.**
- 6.5 Provided you comply with the requirements in this "Unauthorised use of the Card and PIN" clause, you may in some instances not be held liable to pay for fraudulent Transactions that take place within the 48 (forty eight) hours before we receive the written notice as referred to in clause 6.3 above.
- 6.6 Any delay in reporting an incident referred to in this "Unauthorised use of the Card and PIN" clause, will be regarded as negligent unless you can prove otherwise.
- 6.7 **You, or the Primary Account Holder where it has accepted liability for this Card Account, will be liable for any debt that may arise or may have arisen in respect of this "Unauthorised use of the Card and PIN" clause.**
- 7 MONTHLY INVOICE AND PAYMENTS**
- 7.1 Each month we will provide you, and/or the Primary Account Holder where it has accepted liability for this Card Account, with an Invoice. These Invoices are accessible to both you and the Primary Account Holder.
- 7.2 You may request us to send additional copies of the monthly Invoices. There is no charge for a single replacement copy of an Invoice requested within a year after the Invoice Date, but there will be charges for any additional replacement copies.
- 7.3 **Invoices will be deemed to have been presented to you, and/or the Primary Account Holder where it has accepted liability for this Card Account, on the Invoice Date.**
- 7.4 **You, or the Primary Account Holder where it has accepted liability for this Card Account: -**
- 7.4.1 **should contact our Member Service Centre nationally on telephone number 0860-DINERS (346377) or internationally on +27 (0)11 358 8400 if no Invoice is received. Failure to receive a monthly Invoice will not entitle you, or the Primary Account Holder where it has accepted liability for this Card Account, to refuse or fail to pay any amount that is due to us;**
- 7.4.2 **may dispute (i.e. query) all or part of the Invoice, by sending us written notice of the query before the next Payment Due Date;**
- 7.4.3 **will not be entitled to withhold any payment to us if there are any claims or disputes on any matter including disputes between you and the Primary Account Holder, or any dispute with a Merchant as to the nature, quality or quantity of any goods, services or money which you obtained or should have obtained. You agree that no Merchant is our agent;**
- 7.4.4 **must pay all Payments on or before the Payment Due Date, without any deduction or demand, for the duration of this Agreement and while any amounts are owed to us;**
- 7.4.5 **have the right at any time to pay in advance any amount owed to us without notice or penalty; and**
- 7.4.6 **may not attach any conditions to any Payments.**
- 7.5 We will not be involved in any reconciliation of Invoices.
- 7.6 **Each Payment will be credited on date of receipt, firstly to satisfy any due or unpaid interest, secondly to satisfy any due or unpaid costs, fees and charges, and thirdly to reduce the amount of the Principal Debt.**
- 7.7 **Any payment made into the Card Account will only be credited once we have received the amount. You acknowledge that the processing of payments may result in a delay in crediting the Card Account.**
- 7.8 **Certain deposits are subject to a 10 (ten) Business Day clearance period (for example, bills, cheques and debit orders). You will not be able to draw against such deposits until they have been duly and legally paid, even if the Card Account has already been credited. If we do not receive the funds for any reason, we may reverse the credit.**
- 7.9 **We will not accept any post dated cheques or any cheques made out to any party other than us.**
- 7.10 **All Repayments are deemed to be received at our offices in Johannesburg. Processing delays may result in a Payment not reaching us on the same day as it is made. We consider a Payment to have been received by us only once we receive the payment into the Card Account(s). The risk of any Payment being intercepted, lost or stolen while in transit to us remains yours, or the Primary Account Holder's where it has accepted liability for this Card Account, until we receive it.**
- 7.11 **Transactions made in foreign currencies will be shown on the Invoices in South African rands, calculated at the prevailing rates of exchange at the time when such charges are received by us plus an exchange handling charge.**
- 8 AUTHORITY TO DEBIT THE CARD ACCOUNT**
- You, or the Primary Account Holder where it has accepted liability for this Card Account, will remain liable for any amounts owing until the Card Account is credited.**
- 9 DEFAULT INTEREST**
- 9.1 If any amount due is not paid on or before the Payment Due Date, you or the Primary Account Holder where it has accepted liability for this Card Account, may be liable to pay us interest on all such Overdue Amounts at a rate of 2% (two percent) per month, or such other maximum rate that may be prescribed from time to time by the NCA for Incidental Credit Agreements.
- 9.2 Interest may be charged from the day following the Payment Due Date until the date of payment, both days inclusive, and shall be due and payable immediately and calculated on a daily basis on the outstanding balance and charged monthly in arrears.
- 10 TERMINATION OF THIS AGREEMENT BY YOU**
- 10.1 You may terminate this Agreement, at any time with or without advance notice to us, by settling or ensuring that the Primary Account Holder, where it has accepted liability for this Card Account settles the total outstanding amount due to us. The amount required to settle this Agreement will be the Settlement Value.
- 10.2 If you would like confirmation of the Settlement Value, we will provide it, either orally or in writing, within 5 (five) Business Days of your request.
- 10.3 The Settlement Value will only be binding for the date stated and will not include any Transactions effected or processed on or after the Settlement Date, for which you, or the Primary Account Holder where it has accepted liability for this Card Account, will remain liable.
- 11 CANCELLATION OF THE CARD**
- 11.1 The Card will always remain our property, and without losing any right to any claim which we may have against you, or the Primary Account Holder where it has accepted liability for this Card Account, we have the right to suspend the Card Account at any time if you, or the Primary Account Holder where it has accepted liability for this Card Account, are in default under this Agreement; and/or demand the return of the Card; and/or cancel or repeal the Card in the event that the Primary Account or Card Account is/are closed.
- 11.2 As soon as the Card Account is closed, you must immediately destroy the Card by cutting through the magnetic stripe and account number and by scratching out the numbers that appear on the signature panel of the Card, so that the Card cannot be used again.
- 11.3 You must destroy your Card if: -
- 11.3.1 you leave your employment for any reason; or
- 11.3.2 we have withdrawn your Card; or
- 11.3.3 the Primary Account Holder requests us to close your Card Account; or
- 11.3.4 you or the Primary Account Holder request us to cancel your Card; or
- 11.3.5 for any reason, the Primary Account and/or Card Account have been closed.

- 11.4 **You, or the Primary Account Holder where it has accepted liability for this Card Account, will remain responsible for any outstanding balances and purchases upon cancellation and termination.**
- 11.5 **A Card that is not destroyed correctly may still be used. If a Card is used after the Card Account has been closed, you, or the Primary Account Holder where it has accepted liability for this Card Account, will be liable and be held responsible for all Transactions.**
- 12 **INFORMATION SHARING**
- 12.1 By entering into this Agreement, you acknowledge and agree that we may provide any registered credit bureau with – details provided by you in your application for the Card Account and this Agreement; and/or details of the conduct on your Card Account; and/or details of any adverse information as defined in the NCA (in respect of such adverse information, we will give you at least 20 (twenty) Business Days' notice of our intention to provide the credit bureau with this information); and/or details of the transfer of our rights under this Agreement to another person; and/or any other details as may be required by the NCA or other applicable laws.
- 12.2 Based on their records, the credit bureau may provide a credit profile and/or a credit score on your creditworthiness to other credit providers. You have the right to contact the credit bureau to have your credit record with it disclosed and to request the correction of inaccurate information
- 12.3 We may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on your Card Account that gives us reasonable cause to suspect that such account is being used for improper purposes. The SAFPS may in turn make this information available to other members of the SAFPS if they carry out credit or other checks on your name.
- 13 **LEGAL COSTS AND CHARGES**
- 13.1 In the event of this Agreement becoming an Incidental Credit Agreement, we will charge you, or the Primary Account Holder where it has accepted liability for this Card Account, Default Administration Charges in respect of each letter sent to you, or the Primary Account Holder.
- 13.2 Default Administration Charges will be equal to the amount payable in respect of a registered letter of demand in undefended actions (i.e. legal action which is not defended by you) in terms of the Magistrate's Court Act 32 of 1944, in addition to any reasonable and necessary expenses incurred in delivering the letter.
- 13.3 We will charge you, or the Primary Account Holder where it has accepted liability for this Card Account, in respect of the enforcement of your or its payment obligations under this Agreement, all Collection Costs incurred by us.
- 13.4 Collection Costs will not exceed the costs incurred by us in collecting the debt, to the extent limited by law and in terms of the Supreme Court Act 59 of 1959, the Magistrates Court Act 32 of 1944, the Attorneys Act 53 of 1979, or the Debt Collectors Act 114 of 1998, whichever is applicable to the court approached by us to enforce this Agreement.
- 14 **WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**
- 14.1 You warrant and represent to us, on the date on which you sign this Agreement and every day thereafter for the duration of this Agreement ,that –
- 14.1.1 you have the full capacity to effect and carry out your obligations in terms of this Agreement;
- 14.1.2 the terms of this Agreement do not conflict with and do not constitute a breach of the terms of any other Agreement or undertaking or act that is binding on you;
- 14.1.3 all information that you provided to us in connection with this Agreement is in all aspects true, complete, current and accurate, and you are not aware of any material facts or circumstances not disclosed to us which, if disclosed, would adversely affect our decision to approve this Agreement;
- 14.1.4 you are not in default in respect of any of your material obligations in connection with this Agreement and no default as specified in the "Default" clause in this Agreement, has occurred or is occurring;
- 14.1.5 you will ensure that you, at all times, comply with legislation and other laws applicable to this Agreement and your activities, including but not limited to, where applicable:-
- 14.1.5.1 all environmental laws and responsibilities; and
- 14.1.5.2 all exchange control regulations, rulings and requirements applicable to this Agreement, from time to time.
- 14.1.6 you will ensure that the cover available under any insurance policies referred to in this Agreement will be sufficient to replace the property, assets or debt covered thereby, if applicable.
- 14.2 You must tell us immediately if you are placed under an administration order, placed under debt review, become insolvent or
- have any form of legal disability. On application for insolvency, any amount outstanding under this Agreement will immediately become due, owing and payable to us.
- To the maximum extent permitted by law, you hereby indemnify us (hold us harmless) against any loss or damage suffered by us as a result of our reliance on any warranty, representation or information given by you in relation to this Agreement.**
- 15 **DEFAULT**
- 15.1 **Default in terms of this Agreement will occur if:-**
- 15.1.1 **you fail to pay any amount due by you and payable to us under this Agreement on the Payment Due Date; and/ or**
- 15.1.2 **there is a material deterioration, in our reasonable opinion, in your financial position; and/or**
- 15.1.3 **you fail to comply with legislation and/or regulations applicable to this Agreement and your activities breach any, including but not limited to, environmental laws or responsibilities and, where applicable, any company laws; and/or**
- 15.1.4 **you breach any of the terms and conditions of this Agreement or any agreement in terms of which you provided Collateral to us, and you fail to remedy the breach within the timeframe provided for in the written notice to do so; and/or**
- 15.1.5 **where applicable, any person who furnished Collateral to us in respect of this Agreement - commits any breach of its obligations to us in terms of that agreement; and/ or fails to satisfy their suretyship/guarantee commitment when requested to do so; and/or**
- 15.1.6 **delivers to us written notice of termination of their liability under their suretyship/guarantee; or you or any person who furnished Collateral in respect of the Agreement: -**
- 15.1.6.1 **being a Natural Person - publishes a notice of the voluntary surrender of your/his estate or dies; and/or is placed under administration or debt review or commits an act of insolvency as defined in the Insolvency Act 24 of 1936; and/or has any application or other proceedings brought against you/him or in respect of you/him, in terms of which you/he are/is sought to be sequestrated or placed under curatorship, in any such event whether provisionally or finally, whether voluntarily or compulsorily; or**
- 15.1.6.2 **not being a Natural Person - is dissolved, deregistered, wound up or liquidated, in any event whether provisionally or finally and whether voluntarily or compulsorily, or passes a resolution providing for any such event; and/or is deemed to be unable to pay your/ its debts; or resolves that you/it voluntarily begins business rescue proceedings or has any business rescue proceedings commenced against you/it; and/or**
- 15.1.7 **where applicable, a court grants a garnishee order attaching part of a surety/guarantor's income to settle any amount owing by the surety/guarantor; or**
- 15.1.8 **the proceeds from the realisation of any Collateral held for this Agreement is insufficient to repay all amounts owing to us and, despite us requesting payment of the full amount owing, have failed to repay the Settlement Value; or**
- 15.1.9 **you, or any person who furnished Collateral in respect of this Agreement, compromises or attempts to compromise with your/its creditors generally or defers payment of debts owing to your/their creditors; or**
- 15.1.10 **any representation, warranty or assurance made or given by you in connection with your application for this Card Account or this Agreement, or any information and/or documentation supplied by you is, in our opinion, materially incorrect or false; or**
- 15.1.11 **you generally do or omit to do anything which may affect our rights or Collateral in terms of this Agreement; or**
- 15.1.12 **judgment of a competent court against you or any person who furnished Collateral for you, for the attachment of assets or for payment of any amount r emains unsatisfied for more than 7 (seven) days after the date on which it is issued.**
- 15.2 **If you are in default, and the Agreement is regarded to be an Incidental Credit Agreement under the NCA, we may – give you written notice of such default requesting that the default be rectified; and/or propose that this Agreement be referred to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with**



the intent that the Parties resolve any dispute under this Agreement or develop and agree on a plan to bring the Payments up to date; and/or immediately restrict activity or suspend the Card Account without notice; and/or close the Card Account by giving you or the Primary Account Holder 10 (ten) Business Days written notice of the intended closure; and/or review the terms and conditions applicable to the Card Account; and/or increase the rate of interest charged; and/or commence proceedings to enforce this Agreement, including exercising our rights in terms of any Collateral held, if applicable.

15.3 If you are in default, and the Agreement is not subject to the NCA, we will be entitled to: -

15.3.1 institute proceedings against you for payment of all amounts then owing by you to us; and/or

15.3.2 take possession of the Card; and/or

15.3.3 such legal costs as may be permissible in law, in recovering any amount that you owe to us, which includes legal costs on the so-called attorney and client scale, collection charges, tracing fees and VAT thereon, without prejudice to any claim for damages which we may have against you arising from the default.

15.4 If you have approached a debt counsellor, we may in respect of this Agreement, give notice to terminate the debt review, at any time, at least 60 (sixty) Business Days after the date on which you applied for the debt review.

15.5 We may commence legal proceedings if we have given you notice as referred to in clause 15.2 above and you have been in default under this Agreement for at least 20 (twenty) Business Days and at least 10 (ten) Business Days have elapsed since we delivered the notice contemplated in clause 15.2 above and you have not responded to that notice or have responded to the notice by rejecting our proposal.

15.6 We may exercise our rights in terms of this "Default" clause and if you dispute our right to do so, you must continue to pay the Payment amounts owing to us. Our acceptance of such Payments will not affect any of our rights in terms of this Agreement or in law.

15.7 We may, at our election and without affecting any other rights that we may have in terms of this Agreement or otherwise, recover from you payment of all amounts owing under this Agreement by adhering to the default procedure described above and may also recover the legal costs and charges, as set out in the "Legal costs and charges" clause in this Agreement, from you.

15.8 If you are subject to the NCA and in default of your payment obligations, you may, at any time before withdrawal and cancellation of the Card Account by us, pay to us all amounts that are overdue, together with Default Administration Charges, Collection Costs and/or reasonable legal costs incurred up to the date of payment in terms of this "Default" clause, and we may continue making the Card Account available.

15.9 The above default clauses and default procedure in clause 15.2 above, will not apply if - you generally do or omit to do anything which may cause us to suffer any loss or damage; or we in any way know or suspect that the Primary Account and/or the Card Account(s) is being used fraudulently, negligently, for illegal or terrorist activities, or for any purpose that does not comply with the law; or you and/or the Primary Account Holder(s) are involved in any illegal or terrorist activities. In these circumstances we may immediately restrict activity or suspend the Primary Account and/or Card Account(s) or withdraw the Primary Account and/or Card Account(s) without notice to you and/or the Primary Account Holder(s), and call for immediate payment of all amounts owing by you, to us.

15.10 If we close, restrict activity or suspend access to the Card Account(s) for any reason, we will not be legally responsible (liable), directly or indirectly, for any damages arising as a result of such action that you or any third party may suffer unless such damages are caused by our gross negligence or that of any person acting for or controlled by us.

## 16 MALFUNCTION OF ELECTRONIC FACILITIES

16.1 You acknowledge that our services may become unavailable due to interruptions in and maintenance to our electronic communications network or due to power outages which are not within our control. We hereby give you notice of such unavoidable interruptions and/or delays in providing the services. We will give you timely notice if scheduled maintenance will cause an interruption or delay in the provision of services.

16.2 Except to the extent that we acted with gross negligence or fraudulent intent, we will not be liable for any loss arising from any failure, malfunction or delay in any electronic data capture terminal, ATM or Electronic Device, or our supporting or shared networks, where applicable, resulting from circumstances beyond our reasonable control.

## 17 ADDRESS FOR NOTICES

17.1 You choose, as the address for the serving of legal notices in terms of this Agreement ("notice address"), your address set out in Application Form 2 or Application Form 3.

17.2 Any other notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective only if in writing and sent to your notice address, or the telefax number, email address or postal address provided in your application for this Card Account, or any address advised in terms of clause 17.3 below, provided that the documents to be delivered in respect of legal proceedings in connection with this Agreement may only be served at your notice address.

17.3 You must give us written notice to change your notice address, postal address, telefax number or email address. The change will be effective on the 10th (tenth) Business Day after receipt of the notice.

17.4 Any notice - sent by prepaid registered post will be deemed to have been received on the 5th (fifth) Business Day after posting; or sent by ordinary mail will be deemed to have been received on the 7th (seventh) Business Day after posting; or delivered by hand will be deemed to have been received on the day of delivery; or sent by telefax or email will be deemed to have been received on the 1st (first) Business Day after the date it was sent.

17.5 Despite anything to the contrary set out in this "Address for notices" clause, a written notice or communication actually received by you will be an adequate written notice or communication to you even though it was not sent to or delivered to your notice address, postal address, telefax number or email address. You hereby agree that where the post office does not make street deliveries at your notice address, we may send any notices in terms of this Agreement to your postal address.

17.6 We choose the address below as the address at which all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to us at:  
Diners Club S.A. (Pty) Ltd.  
35 Symons Road  
Auckland Park  
2092  
Fax: 011 482 6993  
("our notice address")

## 18 CESSION BY DINERS CLUB

18.1 To the maximum extent permitted by law, you hereby agree that we may, without further notice to you, cede all or part of our rights and/or delegate all or any part of our obligations under this Agreement, either absolutely or as Collateral to any person, even though that cession and/or delegation may result in a splitting of claims against you.

18.2 You agree that you may not transfer your rights or delegate your obligations under this Agreement unless you have obtained our written consent.

## 19 GENERAL

19.1 If your Payment Due Date or the charging of interest, costs, fees or charges does not fall on a Business Day, the items will be processed on the 1st (first) Business Day after that day.

19.2 Unless specifically stated and agreed in writing, no amendment to this Agreement will create a new agreement.

19.3 Any translated version of this Agreement is translated from this English version, and will be provided to you, upon request, for information purposes only. While the translated version of the Agreement describes the rights and obligations contained in this Agreement, please note that this English version of the Agreement signed by you constitutes the legally binding agreement between us. Therefore, any enforcement procedures in respect of this Agreement shall be based on this English version.

19.4 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa and you hereby consent, in terms of section 45 of the Magistrate's Court Act 32 of 1944, to us taking legal steps to enforce any of our rights in terms of this Agreement, to the jurisdiction of any Magistrate's Court having jurisdiction in the area in which you reside or work, despite the amount involved. You do not consent to the jurisdiction of the High Court if the Magistrate's Court has concurrent jurisdiction.

19.5 To the maximum extent permitted by law, any special consideration we may give you will not be seen as a waiver of any of our rights under this Agreement or in any way affect any of our rights against you.

19.6 A certificate signed by any of our managers, whose appointment need not be proved, specifying the amount which you, or the Primary Account Holder where it has accepted liability for this Card Account, owe to us and stating that such amount is due, owing and payable to us, will on its mere production be sufficient proof of any amount due and/or owing by you, or the Primary Account Holder, in terms of this Agreement, unless the contrary is proved.

- 19.7 If you, where you are liable for the Payments, experience difficulty in meeting the Payments, we invite you to contact us without delay.
- 19.8 You may apply to a debt counsellor at any time for help or to be declared over-indebted. Should the debt counsellor determine that you are over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of your agreements to be reckless or that your obligations be rearranged. You should inform us immediately if you make such an application.
- 19.9 You have the right to - resolve any complaint by referring the matter to a dispute resolution agent, the consumer court or the ombud with jurisdiction; and/or in respect of any alleged contravention of the CPA or NCA, file a complaint with the National Credit Regulator in respect of any alleged contravention of the NCA or file a complaint with the National Consumer Commission in respect of the CPA; and/or make an application to the National Consumer Tribunal ("tribunal") for:-
- 19.9.1 an order resolving a dispute over information held by a credit bureau; and/or an order compelling the delivery of an Invoice and/or review of an Invoice; and/or permission to bring a complaint directly before the tribunal; and/or an order allowing late filing.
- 19.10 The contact details of the Credit Bureau, National Credit Regulator, National Consumer Tribunal and Banking ombud are available on request and shall also be available on our website.
- 19.11 To the extent that this Agreement, or the goods or services which are the subject of this Agreement, are governed by or subject to the CPA, no provision of this Agreement is intended to contravene the applicable provisions of the CPA. All provisions of this Agreement will be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the CPA, and this Agreement must be interpreted and applied accordingly.
- 19.12 This Agreement constitutes the entire Agreement between the Parties. Each term of this Agreement is separate from the other. If any of the clauses (or any portion of the clauses) in this Agreement are found to be invalid, illegal or unenforceable this will not affect the remaining clauses in this Agreement which will continue with full force and effect.
- 19.13 Except for the changes referred to in clauses 5.7 and 5.8 of this Agreement, any agreed changes to this Agreement will be made in writing and signed by both you and us, or if the changes are recorded telephonically, we will provide you with written confirmation of the change. We will deliver to you a document reflecting the agreed amendment, no later than 20 (twenty) Business Days after the date of the agreed change to this Agreement.
- 19.14 You should contact us if you need further explanation of anything related to, or referred to in, this Agreement. You may contact us at our Member Service Centre.
- 20 DATA PROTECTION**
- 20.1 We may and you expressly consent to the collecting and Processing of your Personal Information by us, to - open, administer and operate the Card Account(s); provide any combination of services, analysis, advice or intermediary service linked to your Card Account(s), to you; monitor and analyse the conduct on your Card Account(s) for credit, fraud, compliance and other risk related purposes; carry out statistical and other analyses to identify potential markets and trends; and develop new products and services.
- 20.2 You hereby expressly consent that we may - Process and further Process your Personal Information within the Group for the above purposes; disclose your Personal Information to any person who provides services to us or acts as our agents or to whom we have transferred or propose to transfer any of our rights and duties in respect of your Card Account(s) (some of these persons may be located in countries outside of the Republic of South Africa); and share your Personal Information with our service providers, locally and outside the Republic of South Africa, as necessary. We ask persons who provide services to us to agree to our privacy policies if they need access to any Personal Information to carry out their services.
- 20.3 You acknowledge that - we will at all times remain responsible for determining the purpose of and means for Processing your Personal Information; we are required by various laws, including FICA and the FAIS Act, to collect some of your Personal Information; without your Personal Information we may be unable to open your Card Account or continue to offer services to you; and you are providing us with your Personal Information voluntarily.



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

**Gauteng (Head office)**  
35 Symons Road,  
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Private Bag X67,  
Auckland Park 2006  
Tel: 011 358 8400  
Fax: 086 111 5092

**Western Cape**  
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Constantia Main Road,  
Constantia  
PO Box 788, Constantia 7848  
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**KwaZulu-Natal**  
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Nollsworth Park  
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